BID DOCUMENTS AND TECHNICAL SPECIFICAITONS

DR. MELLICHAMP DRIVE
STREETSCAPE & ROADWAY IMPROVEMENTS

IFB 2018 – 03

For

Town of Bluffton
Beaufort County, South Carolina

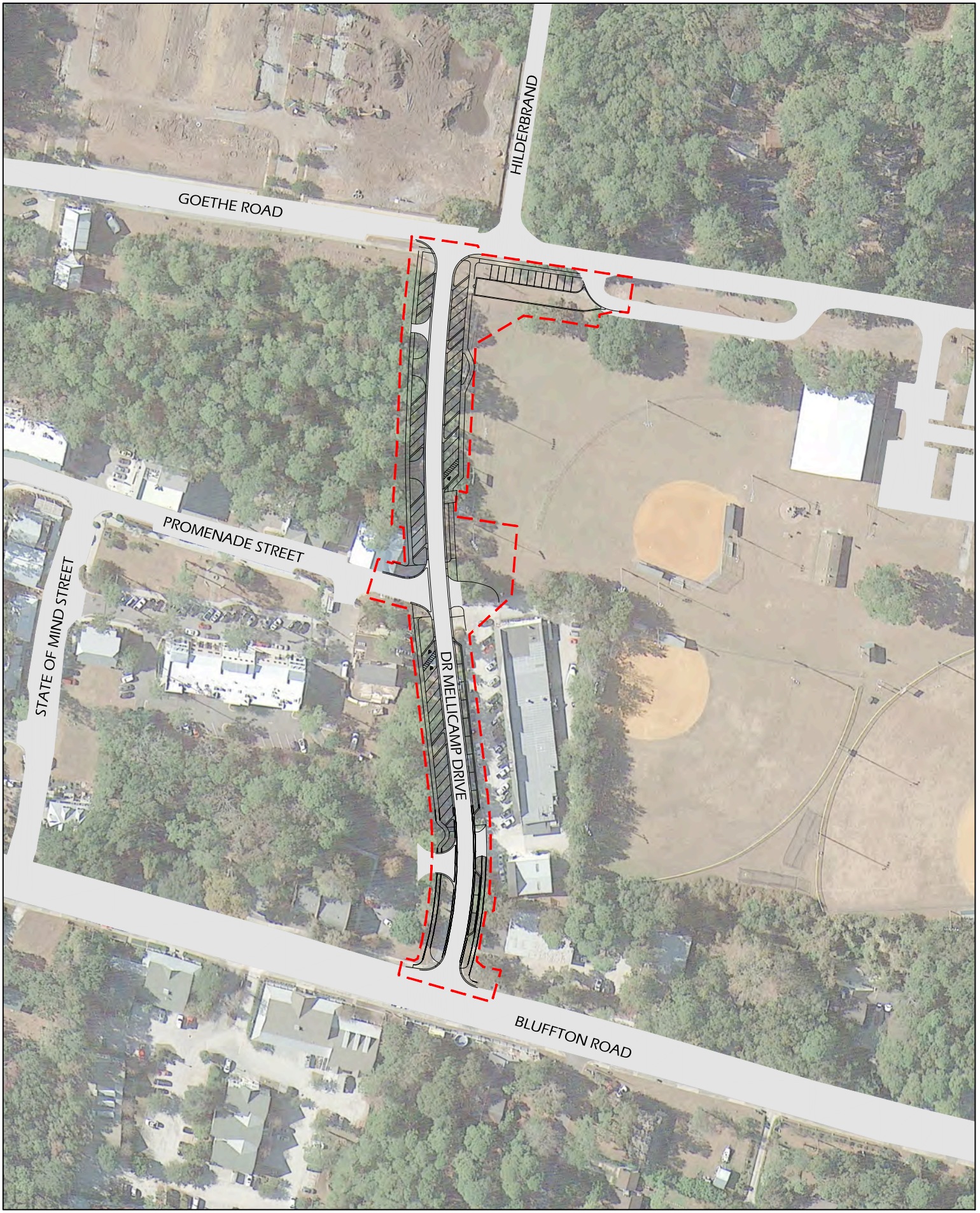
May 26, 2017

Town of Bluffton Invitation for Bids
(IFB 2018 - 03)
Dr. Mellichamp Drive – Streetscape and Roadway Improvements

The Town of Bluffton is soliciting competitive sealed bids from experienced construction firms to provide Demolition, Clearing & Grubbing, Erosion Control, Grading, Site Preparation, Stormwater/Site Drainage, Paving, Signage & Pavement Markings, Site Furnishings, Grassing and Coordination/Adjustments with Utilities. The purpose of this IFB is to select a construction firm to complete the installation of Streetscape and Roadway Improvements within, and adjacent to, the Right-of -Way of Dr. Mellichamp Drive and Goethe Road.

Sealed proposals, including all necessary documents, are due by **2:00 PM** (Local Time) on **July 5, 2017** at Town Hall, 20 Bridge Street, Bluffton, South Carolina 29910. Bid packages should be clearly marked as follows: **"IFB 2018-03 – Dr. Mellichamp Drive – Streetscape and Roadway Improvements".** Offerors must submit one (1) original and three (3) copies by the stated deadline.

This solicitation and its associated documents can be downloaded through the Town's website (http://www.townofbluffton.sc.gov/finance-administration-department/purchasing-center) or can be directly found at the follow link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cd067191-8742-412f-a4dd-f56456474808. All questions regarding this solicitation should be emailed to Patrick Rooney at prooney@townofbluffton.com. The last day for questions is June 28, 2017.



DR MELLICHAMP DRIVE
STREETSCAPE IMPROVEMENTS

VICINITY MAP
10 MAY 2017

NOT TO SCALE

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PART I – BIDDING REQUIREMENTS

NOTICE TO CONTRACTORS AND
INVITATION/ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Town of Bluffton for the Dr. Mellichamp Drive – Streetscape and Roadway Improvements, and they are due by **2:00 p.m.** (Local Time) on **July 5, 2017** at Town Hall, P.O. Box 386, 20 Bridge Street, Bluffton, South Carolina (29910) at which time they will be publicly opened and read. Bids shall be clearly marked as **IFB 2018-03 – Dr. Mellichamp Drive – Streetscape and Roadway Improvements.** Offerors shall submit one (1) original and three (3) copies by the stated deadline. The work under this Contract will consist generally of the following:

Demolition, Clearing & Grubbing, Erosion Control, Grading, Site Preparation, Stormwater/Site Drainage, Paving, Lighting, Signage & Pavement Markings, Site Furnishings, Grassing and Utility Coordination. The Limit of Sidewalk Work will generally be located within, and adjacent to, the Right-of Way of Dr. Mellichamp Drive and Goethe Road and identified in the drawings as the Limits of Disturbance.

This solicitation and its associated documents can be downloaded through the Town's website (http://www.townofbluffton.sc.gov/finance-administration-department/purchasing-center) or can be directly found at the follow link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cd067191-8742-412f-a4dd-f56456474808. All questions concerning the Plans, Specifications, and other Contract Documents shall be directed to Patrick Rooney at the Town of Bluffton by email at prooney@townofbluffton.com questions must be submitted no later than June 28, 2017**.**

Bidders on this Work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti- Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bidder must make positive efforts to use small and minority owned businesses.

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates to be paid under the contract.

Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of this contract may protest to Owner (Town of Bluffton) in accordance with Section 27 of the Town of Bluffton Purchasing Ordinance within 15 days of the date of issuance of the Notice of Intent to Award.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11428).

The successful bidder must furnish proof that they have an appropriate State of South Carolina Contractor's License and a Town of Bluffton Business License before a contract will be executed.

Bids must be accompanied by a certified check or Bid Bond in the amount of five percent of The amount bid. The successful bidder must be able to provide a Payment Bond and Performance Bond within ten days of Notice of Award. These bonds must be in the amount of 100 percent of the contract amount. Provisions of the Security shall be as described in the Instructions and Information for Bidders.

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the Bid opening date.

The Town reserves the right to refuse any or all bids and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your bids, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. BASIS OF CONTRACT:
See Invitation/Advertisement For Bids and Proposal Form.

2. BID SECURITY:
See Invitation/Advertisement For Bids and Proposal Form.

3. CONTRACTOR'S LICENSE:
All contractors wishing to bid on this project must have obtained a "Contractor License" and "Contractor License Number" from the state of South Carolina. All work to be included in this project shall be done by a licensed contractor. The successful bidder must furnish proof that they have a State of South Carolina Contractor's License and Town of Bluffton Business License before a contract will be executed.

4. PRE-BID CONFERENCE:
No pre-bid conference for this project will be held. All requests for interpretation or additional information shall be presented in the format outlined in Para. 5 of this section.

5. INTERPRETATIONS:
No oral interpretation will be made to bidders as to the meaning of the Plans and Specifications. Requests for interpretation of Plans and Specifications must be made in writing to Mr. Patrick Rooney at the Town of Bluffton, P.O. Box 386, Bluffton South Carolina (29910), or by e-mail at prooney@townofbluffton.com no later than June 28, 2017, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer. All interpretations made to bidders will be issued in the form of addenda to the plans and specifications and will be posted on the Town of Bluffton web site. Such addenda are to be covered in the proposal, and in closing the Contract they will become a part thereof.

6. BIDDERS TO INVESTIGATE:
Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received, for example:

Each Bidder must satisfy himself and form his own opinion by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated, removed or relocated. Bidder must make his own interpretations and satisfy himself by his own investigations and research regarding labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its employees for the convenience of any bidder is not guaranteed.

7. PROPOSALS:

Proposals will be opened and read as stated in the Invitation/Advertisement for Bids.

All bids must be submitted on the Bid Proposal Form furnished to the Bidder as a part of these documents and must be signed. All blanks on the proposal form must be filled in. Numbers shall be written in English words and in Arabic Numerals, and the completed form shall be without interlineation, alteration, or erasure. Failure to submit a proposal in the form requested or the inclusion of any condition, alternate, limitation or provision not called for will render the bid irregular and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the proposal form shall be considered sufficient cause for rejection of a proposal. If the bidder is not currently able to complete the work described in the Plans and Specifications but would like to be considered for future work in the Town of Bluffton, the bidder may submit a Bid Proposal with the terms "NO BID". A "NO BID" Bid Proposal will be considered a responsive bid.

All proposals shall include a Project Plan and Schedule with projected dates and any Add Alternate requested in the Bid Tabulation.

Bid Security, made payable to the Owner, shall be in the amount of five percent (5%) of the Base Bid. Security shall be a Bid Bond issued by a surety licensed to conduct business in the state where the project is located, and shall have attached Power of Attorney certifying bond signee.

All addenda issued shall be acknowledged in the place so designated. All alternates, if any, shall be bid on; the term "no bid" shall not be used. In the event that the Bidder does not desire to make a change in price from his Base Bid for any given alternate, he shall so indicate by using the words "no change." Proposals shall close with legal name of Bidder and be executed by one legally authorized to bind the bidding firm to a contract.

A proposal cannot be withdrawn after it is filed, unless Bidder makes written request to the Owner prior to time set for opening of bids, or unless the Owner fails to accept bid within 90 days after date fixed for opening of bids. If any bidder refuses to enter into a contract, the Owner will retain his Bid Security as liquid damages but not as a penalty. The successful bidder must be able to provide a Payment Bond and Performance Bond within 10 days of notice to award. Samples of such bonds are contained herein and shall be in the amount of 100% of the value of the Base Bid.

Submittal: The Proposal, 1 original and 3 copies, and a single copy of the Bid Security together with the Power of Attorney shall be contained in a sealed envelope bearing the Bidder's name and construction contractor's license number clearly addressed to the Owner as indicated on the Proposal Form. In addition, in large letters on both the front and back of the envelope, the following shall appear: "PROPOSAL FOR CONSTRUCTION. DO NOT OPEN UNTIL 2:00 O'CLOCK PM, 7/5/2017" not later than the date and hour named therein. After that time, no proposals will be received or withdrawn.

8. FORM OF AGREEMENT:
Form of Agreement will be on the enclosed Form in the Bid Documents.

9. AWARD:
The Owner's intent is to make an award within funds available to the lowest responsible bidder furnishing satisfactory performance surety. The Owner reserves the right to reject any or all bids and to waive technicalities and informalities.

The Owner reserves the right to select the alternates to be used in determining the lowest bid. If such bid exceeds available funds, the Owner may reject all bids. The Owner will decide which submittal is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:

a. Maintains a permanent place of business.
b. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
c. Has suitable financial status to meet obligations incident to the work.
d. Has appropriate technical experience.
e. Has an acceptable construction schedule.

Awards shall be made only to responsive and responsible contractors who possess the ability or have access to resources to perform successfully under the terms and conditions of proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial, and technical resources.

10. CONTRACTOR TO BE SATISFACTORY TO OWNER:
The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who has on any previous contract performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

One or more bidders shall, upon written request and prior to the letting of the contract, furnish the owner with the following information relative to his own business and that of each of the subcontractors named in his Bid Proposal.

(a) A statement of his experience, including a list of projects for which he or his firm was a responsible contractor or subcontractor; such lists shall indicate the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which he was responsible.

(b) A statement of experience of each subcontractor named in his Bid Proposal; each statement shall include a list of projects for which the named

subcontractor was a responsible contractor or subcontractor; such lists shall include the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which the named subcontractor was responsible.

(c) The amount of capital and equipment the Bidder has available for the work of the project.

(d) The amount of capital and equipment each of the named subcontractors has available for the work of the project.

(e) A statement showing the financial assets and liabilities of the Bidder, certified to by a Certified Public Accountant.

(f) A statement from each of the named subcontractors showing his assets and liabilities, certified by a Certified Public Accountant.

11. LIQUIDATED DAMAGES:

Liquidated Damages as set forth in the Bid Proposal will be assessed for each consecutive calendar day of delay in the completion of the work not excusable as provided in the Special Conditions (Section 4.03) and the Bid Proposal.

12. SURETY AND INSURANCE COMPANIES:

The Contract provides that the surety and insurance companies must be acceptable to the Owner. To avoid inconvenience, any bidder or subcontractor should confer with the Owner to determine whether the surety or insurance companies expected to be used on the work are acceptable to the Owner.

BID PROPOSAL

TOWN OF BLUFFTON
P.O. BOX 386
BLUFFTON, SOUTH CAROLINA 29910

ATTENTION: MR. PATRICK ROONEY
PROJECT MANAGER

PROJECT TITLE: DR. MELLICHAMP DRIVE – STREETSCAPE AND ROADWAY IMPROVMENTS:

SUBMITTED BY: _____

Gentlemen:

Having carefully examined the Plans, Specifications and other Contract Documents relating to the project, dated May 26, 2017 (See Section 01002 , Para. 24 for latest revision dates.) and Addendum No.(s)_____, and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor skill, equipment, tools and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications and other Contract Documents prepared by THOMAS & HUTTON ENGINEERING CO. (hereinafter called the "Engineer") for the Town of Bluffton (hereinafter called the "Owner") and all Amendments and Addenda thereto, for the sums hereinafter stated below and quantified on the completed Bid Form – Unit Price Schedule.

SCHEDULE OF BID PROPOSAL:

Bidder must fill in unit prices in figures, make extensions of each item and total as indicated. For complete information concerning these items, see Plans and Specifications.

DR. MELLICHAMP DRIVE
STREETSCAPE & ROADWAY IMPROVEMENTS
BID FORM- UNIT PRICE SCHEDULE

DATE: MAY 26, 2017 **BY: JPM**
JOB: 26436.0000

GENERAL PROVISIONS

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	$ -	$ -
2	Bonds and Insurance	1	LS	$ -	$ -
3	Traffic Control	1	LS	$ -	$ -
4	Project Management and Coordination	1	LS	$ -	$ -
				Sub-Total, GENERAL PROVISIONS	**$ -**

DEMOLITION

Item	Description	Quantity	Units	Unit Price	Total
1	Rem. & Disp. Full Depth Asphalt	850	SY	$ -	$ -
2	Rem. & Disp. Concrete Sidewalk	17	SY	$ -	$ -
3	Rem. & Stock Brick Sidewalk	30	SY	$ -	$ -
4	Rem. & Disp. Concrete Curb	170	LF	$ -	$ -
5	Rem. & Disp. Concrete Paving	120	SY	$ -	$ -
6	Rem. & Disp. Brick Planter	2	EA	$ -	$ -
7	Rem. & Disp. Wooden Planter and Shrubs	225	LF	$ -	$ -
8	Rem. & Disp. Bollards	6	EA	$ -	$ -
9	Rem. & Disp. Gravel/Shell Parking	361	SY	$ -	$ -
10	Asphalt Milling	242	SY	$ -	$ -
11	Relocate Mailboxes	5	EA	$ -	$ -
12	Relocate Electrical Meter & Pole	1	LS	$ -	$ -
13	Rem. & Disp. Grate Inlet	1	EA	$ -	$ -
14	Rem. & Disp. 15" RCP	201	LF	$ -	$ -
15	Rem. & Disp. 18" RCP	469	LF	$ -	$ -
16	Rem. & Reinstall Signage	1	LS	$ -	$ -
17	Rem. & Reinstall Fence	145	LF	$ -	$ -
				Sub-Total, DEMOLITION	**$ -**

DR. MELLICHAMP DRIVE
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BID FORM- UNIT PRICE SCHEDULE

DATE: MAY 26, 2017 **BY: JPM**
JOB: 26436.0000

EARTHWORK, PAVING & CONSTRUCTION

Item	Description	Quantity	Units	Unit Price	Total
1	Clear & Grub	1.4	AC	$ -	$ -
2	Grading	6,750	SY	$ -	$ -
3	Muck & Fill Ditches & Swales	1,000	CY	$ -	$ -
4	Asphalt - Overlay & Leveling	2,035	SY	$ -	$ -
5	Asphalt - Full Depth Road Section	335	SY	$ -	$ -
6	Concrete Paving	240	SY	$ -	$ -
7	Gravel Paving	95	SY	$ -	$ -
8	Grassed Parking	198	SY	$ -	$ -
9	Pervious Paver Parking	1,315	SY	$ -	$ -
10	Pervious Gravel Mix Parking	420	SY	$ -	$ -
11	Pervious Pedestrian Paver	151	SY	$ -	$ -
12	Concrete Sidewalk	910	SY	$ -	$ -
13	Detectable Warning	152	SF	$ -	$ -
14	6" Concrete Header Curb	725	LF		$ -
15	12" Concrete Flush Header Curb	365	LF	$ -	$ -
16	18" Concrete Curb & Gutter	500	LF	$ -	$ -
17	18" Concrete Curb - Transition	37	LF	$ -	$ -
18	24" Concrete Valley Gutter	1,270	LF	$ -	$ -
19	24" Concrete Curb - Transition	70	LF	$ -	$ -
20	Concrete Wheel Stop	55	EA	$ -	$ -
21	Striping & Signage	1	LS	$ -	$ -
				Sub-Total, EARTHWORK, PAVING & CONSTRUCTION	**$ -**

DRAINAGE

Item	Description	Quantity	Units	Unit Price	Total
1	18" RCP	470	LF	$ -	$ -
2	24" RCP	348	LF	$ -	$ -
3	30" RCP	260	LF	$ -	$ -
4	Curb Inlet	8	EA	$ -	$ -
5	Valley Gutter Inlet	5	EA	$ -	$ -
6	Junction Box (Construct on Existing Pipe)	1	EA	$ -	$ -
7	Junction Box	1	EA	$ -	$ -
8	Grate Inlet	2	EA	$ -	$ -
9	Ditch Inlet	1	EA	$ -	$ -
10	Modify Roof Inlet	1	LS	$ -	$ -
11	Concrete Headwall on 30" RCP	1	EA	$ -	$ -
12	Connect to Existing Structure	2	EA	$ -	$ -
				Sub-Total, DRAINAGE	**$ -**

DR. MELLICHAMP DRIVE
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BID FORM- UNIT PRICE SCHEDULE

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MISCELLANEOUS

Item	Description	Quantity	Units	Unit Price	Total
1	Adjust All Structures to Finish Grade	1	LS	$ -	$ -
2	Connect 2" Irrgation Lateral to Exisitng 2"	1	LS	$ -	$ -
3	2" HDPE Irrigation Lateral	68	LF	$ -	$ -
4	2" Valve, Box, and Cover	1	EA	$ -	$ -
5	Irrigation Backflow	1	EA	$ -	$ -
6	Install & Coordinate New Electrical supply for Irrigation	1	LS	$ -	$ -
				Sub-Total, MISCELLANEOUS	**$ -**

EROSION CONTROL

Item	Description	Quantity	Units	Unit Price	Total
1	Erosion Control & Tree Protection	1	LS	$ -	$ -
				Sub-Total, EROSION CONTROL	**$ -**
				TOTAL BASE BID for SITE DEVELOPMENT	**$ -**

ADD ALTERNATE #1 - WATER

Item	Description	Quantity	Units	Unit Price	Total
1	Traffic Control	1	LS	$ -	$ -
2	Project Management and Coordination	1	LS	$ -	$ -
3	Open Cut, Remove, and Replace Bank Driveway	13	SY	$ -	$ -
4	8" PVC-C900-DR18	237	LF	$ -	$ -
5	8" DIP Crossing	18	LF	$ -	$ -
6	2" HDPE Lateral	30	LF	$ -	$ -
7	8" Jack and Bore Under Hwy 46	75	LF	$ -	$ -
8	Connection to Existing 8" Complete	2	EA	$ -	$ -
9	Connection to Existing 10" Complete	1	EA	$ -	$ -
10	Connection to Existing 2" Complete	2	EA	$ -	$ -
11	2" Plug	2	EA	$ -	$ -
12	2" Valve, Box, and Cover	2	EA	$ -	$ -
13	8" Valve, Box, and Cover	2	EA	$ -	$ -
14	10" Valve, Box, and Cover	2	EA	$ -	$ -
15	2" Connection to 8"	1	EA	$ -	$ -
16	8" - 90° Bend	1	EA	$ -	$ -
17	8" - 11.25° Bend	1	EA	$ -	$ -
				Sub-Total, ADD ALTERNATE #1 - WATER	**$ -**

ADD ALTERNATE #2

Item	Description	Quantity	Units	Unit Price	Total
1	Oyster Shell Finish on Sidewalks*		SY	$ -	$ -
				Sub-Total, ADD ALTERNATE #2	**$ -**
	*Note - Price to be an addition to Concrete Sidewalk Price				
				TOTAL BASE BID for SITE DEVELOPMENT and ALTERNATES 1 & 2	**$ -**

For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

In case he be notified in writing by mail, telegraph, or delivery of the acceptance of the Proposal within ninety days after the time set for the opening of bids, the Undersigned agrees to execute within ten days a Contract (Form of Agreement between Contractor and Owner) for the work for the above stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and Payment Bond in accordance with the instructions bound in the specifications, each in an amount equal to 100 percent of the contract sum.

The Undersigned agrees to commence actual physical work on the site with an adequate force and equipment within **10** days of a date to be specified in a written order from the Owner and to complete fully all work within **150** consecutive calendar days. Contractor shall provide a construction project schedule with their proposal not to exceed the above construction timeline. The Undersigned Bidder agrees to pay to the Owner, Liquidated Damages as stated in the Special Conditions for each consecutive calendar day of delay in an amount not to exceed $500 per day.

Enclosed herewith is a Bid Bond in the amount of_____

_____Dollars ($_____)

Being not less than 5 percent of the Base Bid. The Undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute the Contract and to furnish a Performance Bond and Payment Bond in case this Proposal is accepted and further agrees to the following:

If this Proposal is accepted within 90 days after the date set for the opening of bids and the Undersigned fails to execute the Contract within 10 days after written notice of such acceptance or if he fails to furnish both a Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into funds of the Owner as Liquidated Damages for such failure: otherwise the obligation of the Bid Bond will be null and void.

The Bidder submits the following statement of Bidder's qualifications.

BIDDER'S QUALIFICATIONS

NAME OF BIDDER_____

STREET ADDRESS_____

TELEPHONE NO._____FAX NO._____

WHEN ORGANIZED_____

WHERE INCORPORATED_____

LICENSED TO DO BUSINESS IN THE STATE OF _____

_____

The foregoing statement of qualifications is submitted under oath:

Respectfully submitted,

Name:_____

Mailing Address:_____

By:_____

Title:_____

The legal name of the Bidder is:

_____

(Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.)

CONTRACTOR QUESTIONAIRE

Names, addresses and phone numbers of three references for which contractor has performed work similar in nature and scope of this project:

_____
_____
_____

Names, addresses, telephone numbers and general description of work to be performed by proposed subcontractors:

_____
_____
_____

Have you identified the proposed project manager: _____

If so, please name that person: _____

Have you identified the proposed on-site superintendent: _____

If so, please name that person: _____

Is your firm fully cognizant of Town of Bluffton rules and regulations including, but not limited to, tree protection, environmental protection, business licenses, and other requirements: ____

Have you visited the job site: _____

If so, have you planned how to protect the property of adjacent landowners and to minimize disruption to residents: _____

_____

Have you identified which member of your staff will coordinate directly with residents and citizens in or adjacent to the project work area: _____

_____

If so, please name that person: _____

What is your intended approach to material storage or a lay-down yard: _____

_____

Are you planning to mobilize an office trailer to this job site:_____

If so, where will the trailer be located: _____

PART II – CONTRACT FORMS

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

THIS AGREEMENT is by and between _____ ("Owner") and

_____ ("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:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by _____ (Engineer), which is 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 *Dates for Final Completion and Final Payment*

The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 150 days.

4.02 *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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

For all Work other than Unit Price Work, a lump sum of: $_____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 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 as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 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. Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

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.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
    a. _____ (pages _____ to _____, inclusive).
    b. _____ (pages _____ to _____, inclusive).
    c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages _____ to _____, inclusive).
6. Supplementary Conditions (pages _____ to _____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

    c. [List other required attachments (if any), such as documents required by funding or lending agencies].

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Work Change Directives.

    c. 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 Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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.

9.03 *Successors and Assigns*

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

9.04 *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.

9.05 *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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:	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:
_____	_____
_____	_____
_____	_____
	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.*
	Agent for service of process:
	_____

STANDARD ADDENDUM
TO
EJCDC C-520 (2007 EDITION)
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
FOR THE
TOWN OF BLUFFTON

ARTICLE 3 – The phrase "act as Owner's representative," shall be deleted in Article 3.01.

ARTICLE 4 – The phrase "or other loss" shall be inserted after the phrase "financial loss" in the first sentence in Article 4.03(A).

ARTICLE 5 - In the last sentence of Article 5.01(B), the phrase "by Engineer" shall be deleted.

ARTICLE 6 - In Article 6.01(A), the phrase "by Engineer" shall be deleted. In Article 6.02(A)(1)(a), the phrase "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, than as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and" shall be deleted. In Article 6.03, the phrase "as recommended by Engineer" shall be deleted.

ARTICLE 7 - Article 7.01 shall be deleted in its entirety.

ARTICLE 8 - Article 8.01(D) shall be deleted in its entirety. In Article 8.01(E), delete the phrase "the Site-related reports and drawings identified in the Contract Documents" and insert the phrase "any Site-related reports and drawings identified in the Contract Documents" in its place. In Article 8.01(H), insert the phrase "and Owner" after each instance of the word "Engineer" in this section.

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 *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due 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**
_____ (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: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

2. 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.

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

6. 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 Bid due date.

7. 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.

8. 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.

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

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond 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.

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

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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**
_____ (Seal)	_____ (Seal)
Contractor'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: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

PART III – SPECIFICATIONS

DIVISION I – GENERAL REQUIREMENTS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
SKILL RESPONSIBILITY INTEGRITY

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

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

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

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

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

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

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

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

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

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

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

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

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

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 00800
SUPPLEMENTAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	Statutory

Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Excess or Umbrella Liability

General Aggregate	$2,000,000
Each Occurrence	$2,000,000

Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Bodily Injury:	
Each person	$1,000,000
Each Accident	$1,000,000
Property Damage:	
Each Accident	$1,000,000
Combined Single Limit of	$1,000,000

SC 8.01 Delete Section 8.01 in its entirety and insert the following in its place:

8.01 Contract Administration and Communication

A. Owner will provide contract administration duties for the duration of the construction contract. All communications will be directly between the Owner and Contractor.

SC 9.01 Delete Section 9.01 in its entirety and insert the following in its place:

9.01 Owner's Consultant

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

SC 14.02.C Delete Paragraph 14.02.C in its entirety and insert the following in its place:

C. Payment Becomes Due:

1. Thirty days upon receipt of an invoice for an approved Application for Payment by the Owner's Finance Department will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. The Contractor shall send invoices of an approved Application for Payment to:

   The Town of Bluffton
   Attn: Accounts Payable
   PO Box 386
   Bluffton, SC 29910

   An alternative electronic method for invoice submittals may be utilized by sending to: Invoice@townofbluffton.com, with a copy to the Project Manager.

SECTION 01002
SPECIAL CONDITIONS

1. LOCATION:
The work under this Contract will be located in Bluffton, South Carolina as shown on the Plans.

2. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME:
Any and all extensions of time shall be in accordance with the General Conditions.

3. SANITARY REGULATIONS:
The Contractor shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job. The facilities shall be maintained at such points and in such manner as approved, and the Owner/Engineer shall have the right to inspect such facilities to determine whether or not sanitary requirements have been complied with.

4. ENVIRONMENTAL IMPACT:
The Contractor shall conduct all his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

a) Noise.
All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Engineer, based on critical need for the operation.

b) Dust/Smoke.
All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will not be allowed by the owner or appropriate regulatory agency.

c) Traffic.
Trucks carrying spoil, fill, concrete or other material shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

d) Siltation.

All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is leaving the Owner's property. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.

5. STORAGE OF MATERIALS:

The Contractor shall arrange his plant and store his materials as compactly as practicable at points convenient for the Contractor and which do not damage the work or interfere with public activities or with work of other contractors or with free access to all parts of the site and to utility installations. Materials shall be so stored as to facilitate inspection and to insure preservation of their quality and fitness for use. They shall be placed on wooden platforms or other clean surfaces and not on the ground and shall be placed under cover. The Contractor shall provide the storage facilities subject to approval by the Owner (Town of Bluffton).

6. CONSTRUCTION STAKING:

The Engineer will provide benchmarks and baselines of the drawings for horizontal and vertical control at the site of the work.

From the baselines and benchmarks established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Contract Plans, subject to such modifications as maybe required to meet changed conditions or as a result of necessary modifications to the contract work. The Contractor shall exercise proper and reasonable care in verifying figures shown on the Drawings before laying out the Work and will be responsible for any error resulting from his failure to exercise such care.

The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument, rodmen, chainmen, etc., as may be required in laying out any part of the work from the baselines and benchmarks established by the Engineer.

It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Owner/Engineer at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor.

All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the work shall be available at all times during the progress of the work for the ready examination by the Owner/Engineer or his duly authorized representative.

The Owner/Engineer may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required. The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the Owner/Engineer for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of a representative of the Engineer.

The Owner/Engineer may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner/Engineer or his representative shall not relieve the Contractor of his responsibility to perform all work in accordance with the Contract Plans and Specifications and the lines and grades given therein. In the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

7. UTILITIES:

Utilities such as sewer, water, gas, phone, cable television, irrigation, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work. The Contractor is responsible for all coordination with appropriate utility owners and replacement of any damaged utility at no additional cost to the Owner.

8. ADJUSTMENT OF DISCREPANCIES:

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started; the matter shall be submitted to the Owner/Engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor at his own risk and in settlement of any complications arising from such adjustment; the Contractor shall bear all of the extra expense involved.

9. TESTING:

All tests/inspections shall be the responsibility of the Contractor. Testing shall be conducted as required in the various sections of these specifications, in accordance with the following:

a) Mill Tests:

Mill tests, if any, shall be conducted and reports submitted as specified for such material. Mill or shop tests shall be accomplished by the manufacturer or supplier of the materials, and may be conducted by an independent testing laboratory. These tests shall be performed in accordance with the ASTM Standard, if specified, or with other applicable standards.

The cost of mill tests shall be included in the lump sum or unit price bid, and no additional payment will be made.

b) Laboratory Tests :

Laboratory tests shall be conducted and test reports submitted where this type of test is specified. All laboratory tests shall be made by an approved independent laboratory. These tests shall be performed in accordance with ASTM Standards, if specified or other applicable standards if no reference is included.

The Contractor shall arrange for all tests of preliminary samples of materials and mixtures, in order to determine suitability of source and for initial design mixes of concrete. The cost of these preliminary tests shall be included in the lump sum or unit price of the contract and no additional payment will be made.

Routine tests of materials incorporated into the project will be performed by an approved independent testing laboratory. Samples shall be provided by the Contractor. The Contractor will pay for all concrete cylinder tests and preliminary tests to determine initial design mixes.

Soils tests for classification, gradation, moisture content and density will be paid for by the Contractor and will be included in the price for the appropriate item in the Bid Proposal for the number of tests specified in the technical sections of this Specification.

c) Field Tests:

Field tests of mechanical and electrical equipment, piping systems, electrical systems, control systems, ventilation systems, heating systems, water mains, pressure mains, sewers, drains, and similar facilities shall be conducted where this type of test is specified.

Field tests include determination of performance, capacity, efficiency, function, tightness, leakage or other special requirements. These tests shall be performed in accordance with applicable standards and test codes.

Field tests shall be set up and accomplished by the Contractor who shall provide all tools, equipment, instruments, personnel and other facilities required for the satisfactory completion of each test.

The cost of field tests shall be included in the lump sum or unit price for the appropriate item in the Bid Schedule and no additional payment will be made for field testing.

d) Factory Tests:
Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function or special requirements shall be conducted in the factory or shop for each item when this type of test is specified. These tests shall be performed in accordance with applicable standards and test codes.

Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel and other facilities required for the satisfactory completion of each test.

The cost of factory tests shall be included in the lump sum or unit price of the Contract and no additional payment will be made for factory testing.

10. REFERENCE STANDARDS:
Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

11. PROJECT MANAGEMENT:
The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this Contract. Construction schedules shall be submitted to the Engineer for review prior to the start of any work. Schedules shall be verified or updated at the owner's request on a monthly basis.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Engineer and the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract. The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

The Project Coordinator or Superintendent shall not be changed without Owner's approval unless the project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

12. SHOP/WORKING AND CONSTRUCTION DRAWING - SUBMITTALS:
The Contractor shall submit to the Owner/Engineer a complete schedule of data on materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive material, such as catalogs, cuts, diagrams, performance curves and charts published by the manufacturer, to show conformance to specification and drawings requirements; model numbers alone shall not be acceptable.

Each individual submittal item for materials and equipment shall be marked to show Specification Section and paragraph number which pertains to the item.

The purpose of shop drawing submittals is to demonstrate to the Engineer that the Contractor understands the design concept. The Engineer's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviation from drawings or Specifications unless he has, in writing, called the Engineer's attention to such deviation at the time of submission, and has received from the Engineer, in writing, permission for such deviations.

Shop drawings shall be stamped by the Engineer with the following classifications:

1) No Exceptions Taken.
No corrections or mark ups indicated: Contractor shall submit copies for distribution.

2) Make Corrections Noted.
A few minor corrections indicated: Items may be ordered as marked up without further resubmission. Submit corrected copies for distribution.

3) Amend and Resubmit.
Minor corrections indicated: Item may be ordered at the Contractors option however, Contractor shall resubmit drawings with corrections noted prior to installation.

4) Rejected-Resubmit.
Major corrections indicated or not in accordance with the Contract Documents: No items shall be ordered. Contractor shall correct and resubmit drawings.

Corrections to shop drawings shall not relieve the Contractor from the obligation to complete the project within the time allowed by the Contract Documents.

The Contractor shall submit shop or working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for this project, materials for which drawings are specifically requested, and equipment. The Contractor shall also submit structural shop drawing, computations and construction

procedures for jacking pits, sheeted trenches and cofferdams to be used in construction.

Such drawings shall show the principal dimensions, the weight, structural and operating features, space required clearances, etc., depending on the subjects of the drawing. When it is customary so to do, or when the dimensions are of particular importance, the drawings shall be certified by the manufacturer as correct for this project.

No material shall be purchased or fabricated for equipment or other features until the Engineer has reviewed the shop or working drawings. All materials and work involved in the construction shall then be represented by said drawings. No work shall be done upon the foundations or any other part of a structure of which the design or construction is dependent upon the design of equipment or other features for which review is required until such review has been completed.

Six (6) copies (unless otherwise specified) of all shop or working drawings shall be submitted to the Engineer through the Contractor. Only drawings which have been checked and corrected by the material fabricator shall be submitted. The Contractor shall be responsible for the prompt submission of all shop or working drawings so that there shall be no delay to the work due to the absence of such drawings. Additional prints or drawings shall be furnished as required.

The review of shop and working drawings, etc., will be general and shall not relieve the Contractor from the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the work required by the contract.

The Contractor shall furnish prints of all construction drawings in duplicate to the Engineer, who will retain one, set and return the other, having marked thereon such changes as he may suggest. Examination, suggestions and review by the Engineer of drawings or other data submitted to him pursuant to the provisions of this paragraph shall relate only to the apparent fitness of the items thus explained as an aid in producing the general result which is the purposed of the contract. The Engineer's examination, suggestions and review will not be directed, and shall not be understood to relate to the strength, adequacy or sufficiency of such things, which are and will remain solely the responsibility of the Contractor. At the completion of all construction and subsequent modifications, the Contractor shall prepare and deliver to the Engineer six copies of all previously submitted preliminary and shop drawings, each modified to include all subsequent additions and revisions that were made during construction. These said six copies will be identified as <u>AS-BUILT SHOP DRAWINGS.</u>

The Contractor shall furnish the Engineer, during the progress of the work, as many prints of all construction drawings as may be required for construction purposes.

The Contractor shall not order any material until the submitted detail drawings have been reviewed. If the Contractor departs from this procedure for his own convenience, such departure shall be at his own risk and expense, if any. The Contractor shall also give the Engineer notice, stating the quantity of material ordered and the location of the mill and shop where the material will be rolled and fabricated.

13. DIVISION OF WORK:

Division of work as made by the Contract Plans and Specifications is for the purpose of specifying all work which is required. There is no attempt to make complete classification according to trade or any agreements which may exist between Contractors or groups of Contractors and trade union. Such division and classification of the work shall be the Contractor's responsibility.

14. RESTORATION:

The Contractor shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the work. If the Owner/Engineer determines that inadequate progress is being made with the restoration, he may shut down the Contractor's operation until the restoration is caught up with the work. No open trenches will be left over night. All trenches will be backfilled before the end of the days operation.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. Care shall be taken to correctly sever all roots necessary to complete work and consultation with the Town arborist shall be required before any impacts to vegetation is commenced. The Town of Bluffton Tree Ordinance shall be followed at all times.

15. EXISTING UTILITIES:

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility that exists on the project in its original, relocated or newly installed position.

The Contractor shall contact all owners of utilities including, but not limited to, water and sewer companies, gas companies, electric companies, telephone companies, cable television companies and governmental units prior to starting any excavation on the project and shall request that they locate and mark their respective facilities. BJWSA (Beaufort Jasper Water and Sewer Authority) maintains the water and sewer system and whose technical specifications are found online at http://www.bjwsa.org/technical-specs/ and shall be followed. Water meter boxes and sewer cleanouts require adjustment to

meet final grade. These appurtenances, if within a proposed driveway shall be traffic rated. Existing non-traffic rated appurtenances can remain within the new sidewalk limits. BJWSA to make available to the contractor the replacement non-traffic rated materials if existing are damage or are otherwise unsuitable for placement in new sidewalk. BJWSA to provide new traffic rated materials for these appurtenances. The contractor shall provide all qualified labor associated with relocating, raising, lowering, or otherwise adjusting these appurtenances to be flush with the top of new sidewalk or driveway or adjacent finished grade.

Location and marking of all utilities in accordance with all state and local laws shall be performed.

16. MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

While undergoing improvements, the roads shall be kept open to all traffic by the Contractor. The Contractor shall keep the portion of the Project being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The Contractor shall bear all cost of signs and markings as required and other maintenance work during construction and before the Project is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

17. FAILURE TO MAINTAIN ROADWAYS AND STRUCTURES:

If, at any time, the Contractor fails to properly maintain roadways and structures, and the Owner/Engineer observes such activity, the Owner/Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours after receipt of such notice, the Owner/Engineer may immediately arrange for maintenance of the work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract. As an alternative to the Owner's/Engineer's maintaining the work, all the items and quantities of work done, but not properly maintained, may be deducted from the current progress estimate, even if such items have been paid for in a previous estimate.

18. FLAGGING TRAFFIC:
Competent, courteous, and neat flagmen shall be provided and available at all times when required. A sufficient number of flagmen shall be provided to stop traffic, advise the public of delays occasioned, and keep traffic in their respective lanes along the project. The Contractor shall conform to all guidelines set forth by the current SCDOT, Manual on Uniform Traffic Control Devices, and traffic control plan provided by the Contractor and approved by the Owner.

19. BARRICADES, DANGER, WARNING & DETOUR SIGNS:
The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall furnish, install, and maintain all necessary barricades, warning signs, and other protective devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the Contractor is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the Contractor provided the devices are removed promptly after completion of the work as specified above. If such warning devices are left in place for more than 30 days after the specified time for removal, the Owner shall have the right to remove such devices and to claim possession thereof.

Reflectivity for Construction Signing shall conform to the requirements of the State Department of Transportation Standard Specifications.

20. HIGH VOLTAGE ACT:
The Contractor acknowledges the requirement of the High Voltage Power Line Safety Act of the General Assembly of South Carolina by execution of this Contract.

21. REFERENCED SPECIFICATIONS:
Reference to the Department of Transportation Standard Specifications is to current South Carolina Department of Transportation Standard Specifications.

22. DRAWINGS:

The work shall conform to the following drawings, all of which form a part of these specifications and are available in the office of Thomas & Hutton Engineering Company, Inc.

SHEET NO.	TITLE	DATE (Latest Revision)
TITLE	Title Sheet	5/26/17
G0.1	General Notes & Index Sheet	5/26/17
EX .1 & EX.2	Existing Conditions Plan	5/26/17
CD1.1 & CD1.2	Land Clearing & Tree Preservation Plan	5/26/17
CD 2.1 & 2.2	Demolition Plans	5/26/17
C1.1 & C1.2	Site Layout Plans	5/26/17
C2.1 & C2.2	Site Distance Plans	5/26/17
C3.1 & 3.2	Utility Plans	5/26/17
C3.3 &3.4	Water Details	5/26/17
C4.1 & C4.2	Paving, Grading and Drainage Plans	5/26/17
C4.3	Road Profiles	5/26/17
C4.4 &4.5	Paving Details	5/26/17
C4.6 & C4.8	Paving & Drainage Details	5/26/17
C5.1 & C5.2	Signing & Pavement Parking Plans	5/26/17
EC1.1	ES & PC Notes	5/26/17
EC1.2	ES & PC Charts	5/26/17
EC2.1 & EC2.2	ES & PC – Initial Plans	5/26/17
EC3.1 & EC3.2	ES & PC – Construction Plans	5/26/17
EC4.1 & EC4.2	ES & PC – Stabilization Plans	5/26/17
EC5.1 & EC5.2	ES & PC – Details	5/26/17

23. PERMITS:

The Owner has obtained DHEC Stormwater Pollution Prevention Plan approval, SCDOT Encroachment Permit and BJWSA (DHEC) permit (if applicable) to construct for the project which is hereby incorporated into this contract, unless otherwise specified here within. The contractor shall comply with all terms, conditions and requirements of the permits.

24. RECORD DATA:

Complete "record data" information shall be submitted by the Contractor to the Engineer and Owner along with the final pay request or sooner. "Record data" information shall include elevations of tops and inverts of all sanitary sewer structures and length, material and size of all pipes, location (and state plane coordinates) of all structures, fittings, valves, hydrants and service laterals. Final payment shall not be approved prior to the Engineer and Owner receiving the required "record data" information from the Contractor. "Record data" information shall meet the requirements of all applicable authorities.

25. INSTRUCTIONS FOR MINIMIZING TREE DAMAGE DURING CONSTRUCTION AND PLANTING OF NEW TREES:

The contractor shall adhere to all requirements mentioned herein as well as to the Town of Bluffton Unified Development Ordinance (incorporated by reference herein, www.townofbluffton.sc.gov/Documents/article5designstandards.pdf). If there is any conflict between this section and the Unified Development Ordinance, Article 5 of the Unified Development Ordinance shall govern.

a) When installing any utility line, irrigation line, etc. an air spade or boring must be used within the drip-line of any tree over 6 inches DBH, to avoid cutting roots.

b) Where pervious paving is to be placed under the drip-line of any tree over 6 inches DBH, the soil shall be compacted to a percentage acceptable for pedestrian traffic only. No roots over 2 inch caliper shall be cut to install paving. Sub-base layer for pervious paving shall be placed around preserved tree roots.

c) Where the cutting of tree roots less than 2 inch caliper cannot be avoided, the roots shall be cut flush by hand with a sharp blade or saw and immediately covered with a layer of moist soil or moist material such as burlap.

d) Grading machinery shall not be used within the drip-line of any tree over 6 inches DBH. If at all possible, grading within the drip-line shall be completed with hand tools only. No heavy equipment shall be used, parked or stored within the dripline of any tree unless absolutely necessary.

e) Where there is a slope easement that will affect any tree on private or public property, a permanent tree well shall be constructed to avoid placing any fill within the drip- line of any tree. No fill shall be stored within the dripline of any tree.

f) Trees to be planted shall not be planted so that the top of root-ball (root flare) is below top of surrounding grade nor planted more than 2 inches above grade.

g) No mulch shall be placed within 6 inches of trunk of a newly planted tree and mulch shall not be over three (3) inches deep.

h) Trees planted within sidewalk must have root barriers placed around them to deter future sidewalk damage. Trees outside sidewalk must have root barriers placed at the edge of sidewalk to deter future sidewalk damage. Where pervious paving is to be used, steel paving edging, with spikes for support, can be used to support paving as well as act as a root barrier. This steel edging must be placed so that it does not sever the roots of existing trees.

i) All containers, burlap, twine, straps, etc. shall be removed from root ball of trees at the immediate time and at the exact location where trees are to be planted. Tree

roots of trees to be planted shall not be uncovered until at the time of planting and shall not be moved from one location to another with roots exposed.

j) Planting holes shall be dug to a size roughly three (3) times the size of the root ball. Dig no deeper or slightly less deep than the height of the root ball. Do not cultivate the bottom of the hole, as it may cause settling of the root ball and the tree will be planted too deep. Use soil removed from hole to fill in around root ball. Tamp soil lightly, but do not compact soil. Newly planted trees shall be watered immediately after planting.

k) All trees / landscaping planted on site must meet or exceed the American Standard for Nursery Stock (ANSI Z60.1) standards. All trees / landscaping planted on site must also meet the requirements of the Bluffton DSO Section 4.14 and Section 14.15.

l) Erosion control that must be placed within the dripline or within 1.0 feet per inch of tree DBH, must be placed on natural grade. Erosion control cannot be trenched through the roots of existing trees. Erosion control shall be placed to prevent fill material from covering the roots of trees on site to the most extent possible. Any fill entering within the erosion control near a tree shall be immediately removed with hand tools only and that fill placed outside the dripline of the tree.

26. FRESHWATER WETLANDS:

Freshwater wetlands are evident near the project site, and a Preliminary Jurisdictional Determination letter has been obtained indicating the extents of same. No work shall occur in any federally defined freshwater wetland by the selected contractor or any sub-contractor. To ensure the preservation of any federally defined freshwater wetlands, the contractor shall clearly stake/flag/demarcate any wetlands that are shown on the Plan.

SECTION 01150
MEASUREMENT AND PAYMENT

1. SCOPE:
Under this heading shall be included the methods of measurement and payment for items of work under this Contract.

2. ESTIMATED QUANTITIES:
All estimated quantities for unit price items, stipulated in the Bid Proposal, or other Contract Documents, are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the bids submitted for the Project. The actual amounts of work done and materials furnished under price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and material furnished. The Contractor agrees to make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts included in the Bid Proposal. The Contractor will not be paid for any work which exceeds quantity set forth in the Bid Schedule without a change order issued before the work is performed unless specifically ordered in writing by the Owner/Engineer. The Contractor will provide assistance to the Engineer to check quantities and elevations when so requested.

3. SITE CLEARING AND GRUBBING:
Areas to be cleared are within the limits of clearing as shown on the Plans. Payment is for furnishing all labor, material and equipment to complete the clearing and grubbing, including the removal of all residue from the site.

4. GRADING AND PROJECT MISCELLANEOUS:
Grading shall include all project excavation, compaction, proof rolling, and finish grading, on and off site borrow and earth fill to meet finish grades, NPDES sampling and monitoring, all removals not specifically listed in the Bid Schedule, project staking, bonds and insurance, and all miscellaneous items not included elsewhere in this Bid Schedule to complete this project in accordance with the Contract Plans and Specifications. Payment shall be lump sum to cover all labor, materials and equipment to perform the work. Contractor will perform his own construction staking from baseline staking provided by the Owner.

5. REMOVE AND REPLAE FENCING:
This item shall include all work necessary to properly remove existing fences (various types) in the path of construction and replace the fence with new like kind with prior approval from the owner. Payment for this item shall be lump sum to cover all labor, materials, and equipment to sufficiently remove existing fence material and to replace with like kind. Payment shall cover the expense of removing all demolished material from the site by the contractor and for furnishing materials for the new fence.

6. SILT FENCE, TREE PROTECTION, DITCH CHECKS, & CHECK DAMS:
Payment for these items is for measures to be taken as indicated on the Plans and Specifications. Payment is for all labor, material and equipment necessary to meet the requirements, including maintenance and removal, and shall be at the respective unit prices in the Bid Schedule for each type and placement condition.

7. GRASSING:
Measurement of grassing shall be on the basis of the number of square yards furnished and installed where shown on the plans and/or as directed by the Engineer. Payment for furnishing and installing the grassing shall be at the unit price in the Bid Proposal and will include furnishing and applying mulch, fertilizer, water, and onsite or offsite topsoil as needed, and maintenance until a satisfactory stand of grass is achieved.

8. SIDEWALK (CONCRETE):
Measurement of the sidewalks will be on the basis of the number of square yards installed as shown on the plans. Payment is for furnishing all materials, labor and equipment necessary to form, place and compact sidewalks as shown on the Plans, including subgrade preparation.

PART III – SPECIFICATIONS

DIVISION II – SITE WORK

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS

FOR

DR. MELLICHAMP DRIVE
STREETSCAPE & ROADWAY
IMPROVEMENTS

TOWN OF BLUFFTON

PREPARED FOR

TOWN OF BLUFFTON

MAY, 2017

J – 26436.0000

Prepared by:

THOMAS & HUTTON

www.thomasandhutton.com

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SECTION 01 45 23

TESTING AND INSPECTING SERVICES

PART 1 – GENERAL

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B. Contractor submittals.

C. Testing agency responsibilities.

D. Testing agency reports.

E. Limits on testing authority.

F. Contractor responsibilities.

G. Schedule of tests.

1.2 RELATED SECTIONS

A. Testing and acceptance required by public authorities.

B. Section 01 33 00 – Submittal Procedures: Manufacturer's certificates.

C. Section 01 77 00 – Closeout Procedures: Project record documents.

1.3 REFERENCES (LATEST REVISION)

A. ASTM C 802 – Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.

B. ASTM C 1077 – Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

C. ASTM C 1093 – Practice for Accreditation of Testing Agencies for Masonry.

D. ASTM D 3740 – Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

E. ASTM D 4561 – Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials.

F. ASTM E 329 – Specification for Agencies Engaged in Construction Inspection and/or Testing.

G. ASTM E 543 – Practice for Agencies Performing Nondestructive Testing.

H. ASTM E 548 – Guide for General Criteria Used for Evaluating Laboratory Competence.

I. ASTM E 699 – Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.4 SELECTION AND PAYMENT

A. Owner will employ and pay for services of an independent testing agency or laboratory to perform specified testing. Contractor shall pay for all retesting of failed tests.

A. Employment of testing agency or laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

A. Comply with requirements of practices listed in paragraph 1.3.

B. Laboratory: Authorized to operate in State in which project is located.

C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 TESTING AGENCY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.

B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

C. Perform specified sampling and testing of products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Engineer and Contractor of observed irregularities or non–conformance of Work or products.

F. Perform additional tests required by Engineer.

G. Attend preconstruction meetings and progress meetings.

1.8 TESTING AGENCY REPORTS

A. After each test, promptly submit two copies of report to Engineer and to Contractor.

B. Include:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

1.9 LIMITS ON TESTING AUTHORITY

A. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Agency or laboratory may not approve or accept any portion of the Work.

C. Agency or laboratory may not assume any duties of Contractor.

D. Agency or laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

A. Deliver to agency or laboratory at designated location, adequate samples of materials proposed to be used requiring testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.

C. Provide incidental labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the site or at source of products to be tested.
3. To facilitate tests.
4. To provide storage and curing of test samples.

D. Notify Engineer and laboratory 48 hours prior to expected time for operations requiring testing services.

E. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

1.11 SCHEDULE OF TESTS

Section	Test	Frequency	Date	Performed By	Notes
03 00 00 – Concrete					
	Mix Designs	1 per mix design			
	Compressive Strength	3 test cylinders for every 50 cubic yards or less of each mix design placed daily			
		1 cylinder broken at 7 days			
		2 cylinders broken at 28 days			
	Slump	1 test for each set of cylinders taken			
03 30 00 – Cast–in–Place Concrete					
	Materials	As necessary			
	Mix Designs	1 per mix design			
	Strength	4 Test Cylinders for each 50 cy or less or each mix design placed daily			
	Slump	1 test per each set of cylinders			
	Air Content	1 test per each set of cylinders			
	Temperature	1 test per each set of cylinders			
31 00 00 – Earthwork					
	Compaction				
	Unpaved	1 test per horizontal layer per 10,000 sf of fill area			
	Paved	1 test per horizontal layer per 5,000 sf of subgrade			
	Building Pad	1 test per horizontal layer per 1,500 sf of fill area			
	Curb & gutter	1 test per 300 lf			
	Proof Rolling	As necessary			
32 11 23 – Aggregate Base Courses					
	Base Density	1 test per 5,000 sf			
32 11 26 – Asphaltic Base Courses					
	Asphalt Extraction & Gradation	1 test per each 250 tons placed			

Section	Test	Frequency	Date	Performed By	Notes
	Marshall Stability	1 test per each 250 tons placed			
	Core	1 test for each 250 tons placed			
	Field Density	1 test per 5,000 sf			
32 11 33 – Cement Treated Base Courses					
	Compressive Strength	1 test per 5,000 sf			
	Base Density	1 test per 5,000 sf			
32 12 16 – Asphalt Paving					
	Asphalt Extraction & Gradation	1 test for each 250 tons placed			
	Marshall Stability	1 test for each 250 tons placed			
	Field Density	1 test for each 250 tons placed			
	Cores	1 test for each 250 tons placed			
33 10 00 – Water Utilities					
	Hydrostatic & Leakage	1.5 times the working pressure (no less than 150 psi). Conducted for 2 hours with maintained pressure of 150 psi (200 psi on fire main)			
	Bacteriological Samples	2 taken 24 hours apart after disinfection			
	Compaction				
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non–Traffic Areas	1 per 500 lf or less for each 4 ft. of depth			
	Fire Flow	1 per permit			
33 30 00 – Sanitary Sewage Utilities					
	Start–up	Prior to acceptance of Pump Station			
	Drawdown	Prior to acceptance of Pump Station			
	Certification	Completion			
	Warranty	Completion			

Section	Test	Frequency	Date	Performed By	Notes
	Television Inspection of Sewers	As requested			
	Leakage	As necessary			
	Compaction				
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non–Traffic Areas	1 per 500 lf or less for each 6 ft. of depth			
	Gravity – Air	[All lines]			
	Hydrostatic – Force Main	100 psi for 2 hours			
	Deflection	10% of system			
33 40 00 – Storm Drainage Utilities					
	Compaction				
	Traffic Areas	1 per 100 lf or less for each 4 ft. of depth			
	Non–Traffic	1 per 500 lf or less for each 6 ft. of depth			

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

INDEX TO

SECTION 02 41 13 – SELECTIVE SITE DEMOLITION

SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Extent of selective demolition work is indicated on drawings.

1.3 SUBMITTALS

A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's representative for review prior to commencement of work. Include coordination for shut–off, capping, and continuation of utility services as required, together with details for dust and noise control protection. Include schedule and location for return of items identified on plans to be delivered to Owner of property.

1.4 JOB CONDITIONS

A. Condition of Structures: Owner assumes no responsibility for actual condition of items to be demolished.

B. Partial Demolition and Removal: Items indicated to be removed but of value to Contractor may be removed as work progresses. Transport salvaged items from site as they are removed.

Storage or sale of removed items on site will not be permitted.

C. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

Protect from damage existing finish work to remain in place and becomes exposed during demolition operations. Remove protections at completion of work.

1.5 DAMAGES

A. Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

1.6 TRAFFIC

A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.

1.7 EXPLOSIVES

A. Use of explosives will not be permitted.

1.8 UTILITY SERVICES

A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

1.9 ENVIRONMENTAL CONTROLS

A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

1.10 MEASUREMENT AND PAYMENT

A. There will be no measurement for selective demolition. Payment will be made at the contract lump sum price. Payment will include equipment, labor, materials, protection, clean–up, disposal, and all work necessary to complete the selective demolition shown on the construction drawings.

PART 2 – PRODUCTS

None in this section

PART 3 – EXECUTION

3.1 PREPARATION

A. Prior to commencement of selective demolition work, check areas in which work will be performed. Photograph or video existing conditions of surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from selective demolition work. File with Owner's representative prior to starting work.

B. Cover and protect equipment and fixtures to remain from soiling or damage when demolition work is performed in areas from which such items have not been removed.

3.2 DEMOLITION

A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power–driven masonry saw or hand tools. Do not use power–driven impact tools.

Completely fill below–grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel and sand, free of trash and debris, stones over 2" diameter, roots or other organic matter.

If unanticipated mechanical, electrical, or structural elements, which conflict with intended function or design, are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's representative in written, accurate detail. Pending receipt of directive from Owner's representative, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.3 SALVAGE MATERIALS

A. Any articles of historic significance will remain the property of the Owner. Notify Owner's representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from demolition operations from site. Transport and legally dispose of materials off site.

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

3.5 CLEAN–UP AND REPAIR

A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave site clean.

Repair demolition performed in excess of required work. Return structures and surfaces to remain to the condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

Fill in all voids created by selective demolition and grade site to drain. Grass all disturbed areas for erosion control.

END OF SECTION

INDEX TO

SECTION 03 00 00 – CONCRETE

SECTION 03 00 00

CONCRETE

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Concrete sidewalks, curbs, gutters, median barriers, parking areas, and roads.

1.2 RELATED SECTIONS

A. Section 31 00 00 – Earthwork: Preparation of site for paving and base.

B. Section 32 11 23 – Aggregate Base Courses.

C. Section 32–12–16SC – Asphalt Paving.

1.3 MEASUREMENT AND PAYMENT

A. Concrete pavement and sidewalk, regardless of thickness, will be measured by the square yard of finished surface complete in place and accepted.

B. Curb and Gutter – Payment for concrete curb and gutter sections will be made at the unit price per linear foot for amount actually installed and accepted. Measurement will be along the centerline of completed and accepted curb.

C. Payment shall constitute full compensation for furnishing all materials, plant, equipment, tools, forms, inserts, and for all labor and incidentals necessary to complete the work required by these specifications. No payment will be made for any material wasted, used for convenience of the Contractor, unused or rejected.

1.4 REFERENCES (LATEST REVISION)

A. ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.

B. ACI 301 – Specifications for Structural Concrete.

C. ACI 304R – Guide for Measuring, Mixing, Transporting and Placing Concrete.

D. ACI 318 – Building–Code Requirements for Structural Concrete and Commentary.

E. ACI 330R – Guide for the Design and Construction of Concrete Parking Lots.

F. ASTM A 185 – Steel Welded Wire Reinforcement, Plain, for Concrete.

G. ASTM A 497 – Steel Welded Wire Reinforcement, Deformed, for Concrete.

H. ASTM A 615 – Deformed and Plain Carbon–Steel Bars for Concrete Reinforcement.

I. ASTM C 31 – Making and Curing Concrete Test Specimens in the Field.

J. ASTM C 33 – Concrete Aggregates.

K. ASTM C 39 – Compressive Strength of Cylindrical Concrete Specimens.

L. ASTM C 94 – Ready–Mixed Concrete.

M. ASTM C 150 – Portland Cement.

N. ASTM C 172 – Sampling Freshly Mixed Concrete.

O. ASTM C 260 – Air–Entraining Admixtures for Concrete.

P. ASTM C 309 – Liquid Membrane–Forming Compounds for Curing Concrete.

Q. ASTM C 494 – Chemical Admixtures for Concrete.

R. ASTM C 920 – Elastomeric Joint Sealants.

S. ASTM E 1155 – Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers.

T. ASTM C 1116 – Fiber–Reinforced Concrete.

U. ASTM D 1751 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Type).

V. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

W. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.5 PERFORMANCE REQUIREMENTS

A. Paving: Designed for main street arteries.

1.6 SUBMITTALS FOR REVIEW

A. Section 01 33 00 – Submittals Procedures.

B. Product Data: Provide data on joint filler, admixtures, and curing compounds.

C. Concrete Design Mix.

1.7 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301, ACI 318, and ACI 330R.

B. Obtain cementitious materials from same source throughout.

C. Conform to ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.

D. Method of measurement for accessible route with a 24" digital smart–level will be used to measure points along the accessible route. Line of measurement shall be parallel to the long edge of ramp or accessible route, whether straight or curved. Longitudinal measurement lines shall be spaced 3 feet apart, but in no case shall fewer than two lines be used. The horizontal measurement [cross–slope] will be measured every [6] feet. Engineer reserves the right to gather additional measurements if further investigation is necessary. The 24" Smart–level slope readings greater than specified tolerance within contract documents will be identified as non–compliant and not accepted.

E. Engineer reserves the right to mark and reject portions of concrete not within tolerance as specified.

F. Accessible Route Tolerance by measuring Floor Flatness and Levelness. Traffic floors [All Accessible Routes] shall conform to the following surface profile tolerances:

a. Floor Designation: All floor areas not specified to be part of the "defined traffic floor" [Accessible Routes] shall be part of a "random traffic floor" [Non–accessible Route]. Any floor slab comprising part of the traffic floor shall be designated a "traffic slab" [Accessible Route].

b. Flatness and Levelness Tolerances: A traffic floor shall conform to the following surface profile tolerances:

Floor Flatness Number: F_F
Specified Overall Value = [38]
Minimum Local Value = [25]
Floor Levelness Number: F_L
Specified Overall Value = [25]
Minimum Local Value = [17]

c. Floor Tolerance Measurements: F_F and F_L tolerances shall be tested in accordance with ASTM E 1155. Actual overall F–numbers shall be calculated using the inferior / superior area method.

d. Timeliness of Floor Profile Tests & Reports: All floor tolerance measurements shall be made within [48] hours after slab installation. In all cases, tolerance measurements shall precede the removal of shores and forms. Results of all floor profile tests (including a running tabulation of overall F_F and F_L values for all traffic slabs installed to date) shall be provided to the Contractor within [72] hours after each slab installation.

e. Remedy for Out–of–Tolerance Work: For purposes of flatness and levelness control, minimum floor section boundaries shall coincide with the control joints. Profile test compliance requirements apply to the time period specified above only. Contractor shall remedy any floor section measuring below either the minimum local F_F, or F_L number. Any floor section measuring at or above both the minimum local F_F and F_L number shall be accepted. If actual overall F_F or F_L number for entire random–traffic floor installation measures less than its specified value, then

Contractor shall undertake remedial measures acceptable to the Engineer.

G. Defined random traffic floors [Non–accessible Routes] shall conform to the following surface profile tolerances:

a. Floor Designation: All floor areas specified as "defined random traffic floor" include only the [Non–accessible route].

b. Flatness and Levelness Tolerances: The defined traffic floor shall conform to the following surface profile tolerances: F_{min} = [25]

c. Floor Tolerance Measurements: F_{min} tolerances shall be tested in accordance with ASTM E 1486.

d. Timeliness of Floor Profile Tests & Reports: All floor tolerance measurements shall be made by the Contractor within [24] hours after slab installation and before saw cutting of control joints. In all cases, tolerance measurements shall precede the removal of shores and forms. Results of all floor profile tests including a running tabulation of overall F_{min} values for all of defined–traffic slabs installed to date shall be provided to the Contractor within [48] hours after each slab installation.

H. Remedy for Out–of–Tolerance Work: For purposes of flatness and levelness control, minimum floor section boundaries shall coincide with the construction joints. Profile test compliance requirements apply to time period specified above only. Contractor shall remedy any floor section measuring below the F_{min} number, in accordance with recommendations of the Engineer. Any floor section measuring at or above the F_{min} number shall be accepted. If actual overall F_{min} number entire defined–traffic floor installation measures less than its specified value, then Contractor shall undertake remedial measures acceptable to the Engineer.

If a portion of a floor does not meet specified F–number, the following remedies are recommended:

a. Local value is out of spec – grind or replace floor.

b. Overall value is out of spec – Contractor shall pay the Owner per square foot for portion of floor not meeting F–number spec. This can be obtained by specifying a figure in project specifications in conjunction with square footage obtained from reading taken in the field.

1.8 REGULATORY REQUIREMENTS

A. Conform to Town of Bluffton and SCDOT standards for paving work on public property.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

1.10 GUARANTEE

A. Contractor shall guarantee the quality of materials and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.11 TESTING

A. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.

B. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.

C. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expense, and charges of testing laboratory when:

1. Contractor gives notice work is ready for inspection and testing, and fails to be ready for the test, and/or

2. Testing of the Contractor's work, products, or materials fail, and retesting is required, and/or

3. Contractor abuses services or interferes with the work of testing laboratory in conduct of this work.

D. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 FORM MATERIALS

A. Wood or steel form material, profiled to suit conditions.

B. Joint Filler: ASTM D1751 type; 1/2 inch thick.

2.2 REINFORCEMENT

A. Reinforcing Steel: ASTM A 615, Grade 60 billet steel deformed bars; uncoated finish.

B. Welded Steel Wire Fabric: Plain type, ASTM A 185; uncoated finish.

C. Fiber reinforcement: Shall conform to ASTM C 1116 as manufactured by Fibermesh Company or equivalent. Concrete mix design shall utilize between 0.5% and 1.0% fiber content.

2.3 CONCRETE MATERIALS

A. Cement: ASTM C 150, Type I – Normal.

B. Fine and Coarse Mix Aggregates: ASTM C 33. Coarse aggregate shall consist of granite stone.

C. Water: Potable, not detrimental to concrete.

D. Air Entrainment: ASTM C 260.

E. Chemical Admixture: ASTM C 494, Type A – Water Reducing.

2.4 ACCESSORIES

A. Curing Compound: ASTM C309, clear with fugitive dye.

B. Sealant: Joints shall be sealed per detail on project drawings, conforming to ASTM C 920, Type S or M, Grade P or NS, Class 25.

2.5 CONCRETE MIX – BY PERFORMANCE CRITERIA

A. Provide concrete to the following criteria:

1. Flexible Strength: 700 psi.

2. Compressive Strength: 3,000 psi @ 28 days.

3. Slump: 4 to 5 inches.

B. Use accelerating admixtures in cold weather only when acceptable to Engineer. Use of admixtures will not relax cold weather placement requirements.

C. Use calcium chloride only when accepted by Engineer.

D. Use set retarding admixtures during hot weather only when accepted by Engineer.

2.6 SOURCE QUALITY CONTROL AND TESTS

A. All sampling and testing services shall be performed, at Owner's expense, by a testing agency operating in accordance to ASTM D 3740 and E 329 latest edition and acceptable to the Engineer.

B. Contractor shall submit to the Engineer a design mix on each class of concrete proposed for use. The mix shall be prepared by an acceptable testing laboratory. Compressive strength of at least four specimens of the design mix shall indicate 15% higher than 28 days strengths specified. During the work, Contractor shall make three test cylinders for each 50 cubic yards, or fraction thereof, of concrete placed each day. One cylinder shall be tested at 7 days and the other two at 28 days in accordance with ASTM C 39. Copies of all test reports shall be furnished to the Engineer.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subgrade conditions under provisions of Section 31 00 00 – Earthwork.

B. Verify compacted subgrade is acceptable and ready to support concrete and imposed loads.

C. Verify slopes and elevations of subgrade are correct.

3.2 CONSTRUCTION OBSERVATION

A. Engineer or Project Representative will have the right to require any portion of work be completed in their presence and if work is covered up after such instruction, it shall be exposed by Contractor for observation. However, if Contractor notifies the Engineer such work is scheduled, and Engineer fails to appear within 48 hours, Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

3.3 SUBGRADE

A. Prepare subgrade in accordance with Section 31 00 00 – Earthwork.

3.4 PREPARATION FOR PLACING

A. Water shall be removed from excavations before concrete is deposited. Hardened concrete debris and other foreign materials shall be removed from the interior of forms and inside of mixing and conveying equipment. The reinforcement shall be made secure in position and shall be subject to examination and acceptance.

B. Moisten subgrade to minimize absorption of water from fresh concrete.

C. Coat surfaces of manhole, inlet, and catch basin frames with oil to prevent bond with concrete pavement.

D. Notify Engineer minimum 48 hours prior to commencement of concreting operations.

3.5 FORMING

A. Place and secure forms to correct location, dimension, profile, and gradient.

B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Place joint filler in position, in straight lines. Secure to formwork during concrete placement.

D. Forms shall be constructed to the shape, line, and grade required and shall be maintained sufficiently rigid to prevent deformation under load. Form work and details of construction joints shall conform to ACI–318, Chapter 6.

3.6 REINFORCEMENT

A. Place reinforcement as indicated.

B. Interrupt reinforcement at expansion joints.

3.7 PLACING CONCRETE

A. Placing of concrete shall conform to Chapter 5 of the American Concrete Institute Standard A.C.I. 318. Concrete having attained initial set or having contained water for more than 45 minutes shall not be used in the work. Concrete shall not be dropped freely more than 5 feet. Concrete shall be mixed and placed only when the temperature is at least 40 degrees F and rising. Concrete shall be placed only upon surfaces free from frost, ice, mud and other detrimental substances or conditions. When placed on dry soil or pervious material, water proof paper or polyethylene sheeting shall be laid over surfaces to receive the concrete.

B. Ensure reinforcement, inserts, embedded parts, formed joints and forms are not disturbed during concrete placement.

C. Place concrete continuously over the full width of panel and between predetermined construction joints. Do not break or interrupt successive pours so cold joints will not occur.

D. Place concrete to elevations indicated on the contract drawings.

3.8 JOINTS

A. Place expansion joints at 50 foot intervals and radius points.

B. Place contraction joints at 10 foot intervals. Align curb, gutter, and sidewalk joints.

C. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/8 inch.

D. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.

3.9 FINISHING

A. Paving: Light broom.

B. Sidewalk Paving: Light broom, radius to 1/2 inch radius, and trowel joint edges.

C. Curbs and Gutters: Light broom parallel to gutter.

D. Inclined Vehicular Ramps: Broomed perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.10 JOINT SEALING

A. Separate pavement from vertical surfaces with 1/2 inch thick joint filler.

B. Place joint filler in pavement pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

C. Extend joint filler from bottom of pavement to within 1/8 inch of finished surface.

3.11 TOLERANCES

A. Section 01 45 00 – Quality Control.

B. General Site Concrete:

1. Maximum Variation of Surface Flatness: 1/4 inch in 10 feet.

2. Maximum Variation From True Position: 1/4 inch.

C. Accessible Routes: Variation from design elevation shall not exceed 1/4 inch; however, accessible routes shall not exceed maximum ADA allowable slopes. Contractor shall remove and replace any and all portions of the accessible route exceeding maximum ADA allowable slopes.

3.12 CURB AND GUTTER SECTIONS

A. Shall be constructed as shown on the drawings and in accordance with applicable details. Subgrade below the curb and gutter sections shall be compacted to 98% density. Curb and gutter sections shall be constructed in sections of uniform length and shall not exceed 10 feet or be less than 5 feet in length. Straight edging along the edge of gutter and top of curb shall conform to those requirements for adjacent pavement but with no irregularities to exceed 1/4 inch in 10 feet.

B. If slip–form or extruded construction is used, contraction joints shall be located at intervals no greater than 10 feet by sawing hardened concrete at the proper time. Joints shall be sawed between 4 to 8 hours after placing of concrete. Depth of saw–cut shall be one–fourth thickness of the curb and gutter section. The maximum width of cut shall be 1/4 inch. All joints shall be sawed in succession.

C. Half inch thick premolded expansion joints shall be installed completely through the joints at spaces not to exceed 50 feet and at all structures and walks.

D. When curb forms are removed, backfill shall be immediately placed, tamped, and graded behind the new curb to help protect line and grade. Machine

methods of placing and forming may be used provided finished product is satisfactory to the Engineer.

E. Contractor shall place a concrete depressed curb at all driveways shown on the drawings or where a driveway is in use.

F. Cracked curb and gutter will not be accepted.

3.13 CONCRETE CURING

A. Immediately after placement and finishing, concrete shall be protected from moisture loss for not less than 7 days. For surfaces not in contact with forms, curing compound shall be uniformly applied after water sheen disappears from the concrete. Formed surfaces shall receive an application of curing compound if forms are removed during the 7 day curing period. Curing compound shall not be applied during rainfall.

B. Curing compound shall be applied under pressure at the rate of 1 gallon per 150 square feet by mechanical sprayers. The spraying equipment shall be of the fully atomizing type. At time of use, curing compound shall be thoroughly mixed with a fugitive dye uniformly dispersed throughout the sprayer. Care shall be taken to prevent application to joints where concrete bond is required, to reinforcement steel and to joints where joint sealer is to be placed. The compound shall form a uniform continuous coherent film which will not crack or peel and shall be free from pinholes and other imperfections. Concrete surfaces subjected to heavy rainfall within 3 hours after curing compound has been applied shall be resprayed by above method and at above coverage at no additional expense to the Owner.

C. No pedestrian or vehicular traffic shall be allowed over the surface for seven days unless surface is protected by planks, plywood, or sand. Protection shall not be placed until at least 12 hours after application of the curing compound.

D. Protect concrete by suitable methods to prevent damage by mechanical injury or excessively hot or cold temperatures.

3.14 FIELD QUALITY CONTROL

A. Field quality control tests specified herein will be conducted by the Owner's Independent Testing Laboratory at no cost to Contractor in accordance with Section 01 45 23. Contractor shall perform additional testing as considered necessary by the Contractor for assurance of quality control. Retesting required as a result of failed initial tests shall be at the Contractor's expense.

B. Field testing, frequency, and methods may vary as determined by and between the Owner and Owner's Testing Laboratory.

C. Review the Contractor's proposal materials and mix design for conformance with specifications.

D. Perform testing in accordance with ACI 301 and testing standards listed herein.

E. Strength Tests

1. Secure composite samples in accordance with ASTM C 172. Sample at regularly spaced intervals from middle portion of the batch. Sampling time shall not exceed 15 minutes.

2. Mold and cure specimens in accordance with ASTM C31.

   a. A minimum of four concrete test cylinders shall be taken for every 50 cubic yards or less of each class of concrete placed each day and not less that once for each 5,000 square feet of paved area.

   b. During initial 24 hours (plus or minus 8 hours) after molding, the temperature immediately adjacent to specimens shall be maintained in a range of 60 to 80 degrees F. Control loss of moisture from specimens by shielding from direct rays of the sun and from radiant heating devices.

   c. Specimens transported prior to 48 hours after molding shall not be demolded, but shall continue initial curing at 60 – 80 degrees F until time for testing.

   d. Specimens transported after 48 hours age shall be demolded in 24 hours (plus or minus 8 hours). Curing shall then be continued but in saturated limewater at 73.4 degrees (plus or minus 3 degrees F) until the time of testing.

   e. Wet cure cylinders under controlled temperature until testing.

3. Test cylinders in accordance with ASTM C 39.

   a. Date test cylinders and number consecutively. Give each cylinder of each set an identifying letter (i.e. A, B, C, and D). Prepare a sketch of the building plan for each test set identifying location of placed concrete.

   b. Test on cylinder (A) at 7 days for information. If compressive strength of concrete sample is equal to or above the 28 day specified strength, test another cylinder (B) at 7 days. The average of breaks shall constitute compressive strength of concrete sample.

   c. Test two cylinders (B and C) at 28 days and the average of breaks shall constitute compressive strength of concrete sample.

   d. Retain fourth cylinder (D) for further testing if needed, but do not retain cylinder more than 60 days.

4. Evaluation and Acceptance

   a. Strength level of concrete will be considered satisfactory if the average of all sets of three consecutive strength tests equal or

exceed specified strength and no individual strength test (average of two cylinders) results are below specified compressive strength test by more than 500 psi.

b. Completed concrete work will not be accepted unless requirements of ACI 301, have been met, including dimensional tolerances, appearance, and strength of structure.

3.15 PROTECTION

A. Immediately after placement, protect pavement from premature moisture loss, excessive hot or cold temperatures, and mechanical injury.

B. Do not permit vehicular traffic over pavement or curb for seven days minimum after finishing. Do not permit pedestrian traffic over concrete for three days.

END OF SECTION

INDEX TO

SECTION 10 14 53 – TRAFFIC SIGNAGE

SECTION 10 14 53 – TRAFFIC SIGNAGE

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Signs.

B. Posts.

C. Fabricating and installing traffic signs in accordance with details shown on construction plans and the Manual on Uniform Traffic Control Devices.

1.2 REFERENCES (LATEST REVISION)

A. ASTM A 123 – Zinc (Hot–Dip Galvanized) Coatings on Iron and Steel Products.

B. ASTM A 153 – Zinc Coating (Hot–Dip) on Iron and Steel Hardware.

C. ASTM A 193 – Alloy–Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.

D. ASTM A 307 – Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.

E. ASTM A 615 – Deformed and Plain Carbon–Steel Bars for Concrete Reinforcement.

F. ASTM B 209 – Aluminum and Aluminum–Alloy Sheet and Plate.

G. ASTM B 211 – Aluminum and Aluminum–Alloy Bar, Rod, and Wire.

1.3 SUBMITTALS

A. A sample of all signs and posts to be placed shall be submitted to the Engineer for review prior to ordering.

1.4 QUALITY ASSURANCE

A. Material and equipment shall be the standard product of a manufacturer who has manufactured them for a minimum of 2 years and provides published data on quality and performance.

1.5 GUARANTEE

A. Contractor shall guarantee the quality of materials and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.6 MEASUREMENT AND PAYMENT

A. Payment for signs will include all necessary labor and materials to fabricate and install the sign. Payment will be made on a job lump sum basis.

PART 2 – PRODUCTS

2.1 UNIFORMITY

A. All signs shall be uniform in shape, color, dimensions, legends, and illumination or reflectorization.

2.2 MATERIALS AND WORKMANSHIP

A. Signs: Shall be aluminum 0.08 inch minimum thickness and shall conform to ASTM B 209, Alloy 6061–T6 or 5053–H38. Finished sign shall be clear cut, the lines of all letters and details true, regular and free from waviness, unevenness, furry edges, or lines and shall be free from all scaling, cracking, blistering, pitting, dents, or blemishes of any kind.

B. Sign Posts: Shall be galvanized steel flanged "U" channel section with a minimum (before punching or drilling) of two (2) pounds per foot and shall conform to the minimum yield point and tensile strength specified in ASTM A 615 Grade 60. Galvanizing shall be in accordance with ASTM A 123. Length as specified on the plans. Holes may be punched or drilled 3/8 inch in diameter and spaced one (1) inch center to center beginning one (1) inch from the top and extending the full length of post.

C. Hardware: Bolts shall be 5/16 inch diameter with hexagonal heads and of sufficient length to extend at least 1/4 inch beyond the nut when installed. Nuts shall be hex nuts of the self–locking plastic insert type. The thread fit for nuts shall be ANSI, Class 2B. The washers shall be flat and 25/64 inch ID by 3/4 inch OD by 0.091 inch thick. These washers are to be placed between head of bolt and sign face. Bolts, nuts, washers and spacers may be aluminum, stainless steel or galvanized steel. Galvanized steel bolts and washers shall conform to ASTM A 307, galvanized in accordance with ASTM A 153. Aluminum shall conform to ASTM B 211, Alloy 2024–T4 for bolts, Alloy 2017–T4 for nuts, and ASTM B 209, Alloy 2024–T4 for washers. Stainless steel shall conform to ASTM A 193, Type B8.

2.3 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 GENERAL

A. Sign posts and their foundations and sign mountings shall be constructed to hold signs in a proper and permanent position, to resist swaying in the wind or displacement by vandalism.

3.2 LOCATION

A. Signs are to be placed as shown on the plans. Signs shall conform to height and lateral locations as shown in the Manual on Uniform Traffic Control Devices.

3.3 ERECTION

A. Drive type posts may either be driven in place or placed in prepared holes. Driven posts will be limited to locations where the surrounding soil is firm and stable. When sandy or unstable soils are present, each drive post shall be placed in a prepared dry hole minimum six (6) inches in diameter. Whenever posts are placed in prepared holes, the holes shall be backfilled with a mixture of Portland Cement and sand. The resultant mixture shall be mixed with water to a moist consistency and placed around posts. All posts shall be erected in a vertical and plumb position to a depth of three (3) feet and at an angle to the roadway as shown on plans or directed by Engineer.

END OF SECTION

INDEX TO

SECTION 31 00 00 – EARTHWORK

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Grading

B. Excavation

C. Backfilling

D. Compaction

E. Remove and Replace Topsoil

F. Dressing of Shoulders and Banks

G. Stone Drainage Filter

H. Water Control

I. Testing

1.2 RELATED SECTIONS

A. Section 01 45 00 – Quality Control

B. Section 01 45 23 – Testing and Inspecting Services

C. Section 31 10 00 – Site Clearing

1.3 MEASUREMENT AND PAYMENT

A. Grading to subgrades, construction of ditches, dressing of disturbed areas, removing and replacing topsoil, excavating, backfilling and compacting to required elevations, testing, staking, and construction supervision shall be included in the contract lump sum price for "Grading."

B. Unsuitable Material – Payment will be made on a contract unit price for each cubic yard removed. Payment will include excavation and disposal of unsuitable material.

C. Borrow – Payment will be made on a contract unit price for each cubic yard in place. Payment will include furnishing materials required in excess of suitable materials available on site.

D. Earthwork – All earthwork associated with the installation of bulkheads, headwalls, wingwalls, weir structures, drainage filters, rip–rap, etc. shall not be measured for

direct payment. Payment for the earthwork shall be included in the item to which it pertains.

E. Dewatering – No direct payment shall be made for dewatering. Dewatering shall be included in the item to which it pertains.

F. Proof Rolling – Payment will be made at the contract unit price. Payment will include furnishing a loaded truck, truck driver, fuel and rolling the designated areas.

G. Lagoon Excavation – Payment will be made at the contract unit price for each cubic yard of soil excavated. Payment will include excavation, grading banks and underwater slopes to plan grade, disposal of material on site as directed by the Owner, or off site at the Contractor's expense, and all equipment and labor necessary to complete the lagoon.

1.4 REFERENCES (LATEST REVISION)

A. ASTM D 448 – Sizes of Aggregate for Road and Bridge Construction.

B. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

C. ASTM D 2487 – Classification of Soils for Engineering Purposes (Unified Soil Classification System).

D. ASTM D 6938 – In–Place Density and Water Content of Soil and Soil–Aggregate by Nuclear Methods (Shallow Depth).

E. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

F. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.5 SUBMITTALS

A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.

B. Materials Source: Submit gradation analysis, proctor results, and soil classification for all borrow material.

1.6 QUALITY ASSURANCE

A. Perform work in accordance with Federal, State of South Carolina, and Town of Bluffton standards.

1.7 TESTING

A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).

B. In place density tests in accordance with ASTM D 6938.

C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.

D. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.

E. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or

2. Testing of the Contractor's work, products or materials fail, and retesting is required, and/or

3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.

F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Borrow shall consist of sand or sand–clay soils capable of being readily shaped and compacted to the required densities, and shall be reasonably free of roots, trash, rock larger than 2 inches, and other deleterious material.

B. All soils used for structural fills shall have a PI (plastic index) of less than 10, and a LL (liquid limit) of less than 30. Fill soils shall be dried or wetted to appropriate moisture contents prior to compaction. Additionally, fill soils used for the top 2 feet of fill beneath roads and parking lots shall have no more than 15% passing the # 200 sieve. Fill soils used for house lots shall have no more than 25% passing the # 200 sieve.

C. Contractor shall furnish all borrow material.

D. Contractor shall be responsible for and bear all expenses in developing borrow sources including securing necessary permits, drying the material, haul roads, clearing, grubbing, excavating the pits, placing, compaction and restoration of pits and haul roads to a condition satisfactory to property owners and in compliance with applicable federal, state, and local laws and regulations.

2.2 SOURCE QUALITY CONTROL

A. If tests indicate materials do not meet specified requirements, change material and retest.

B. Provide materials of each type from same source throughout the Work.

PART 3 – EXECUTION

3.1 TOPSOIL

A. Contractor shall strip topsoil and stockpile on site at a location determined by the Owner at the Contractor's expense.

B. Topsoil shall be placed to a depth of 4 inches over all disturbed or proposed landscaped areas.

C. Topsoil shall be provided at Contractor's expense if it is not available from site.

D. Any remaining topsoil will be hauled off site at the Contractors expense.

E. Do not excavate wet topsoil.

3.2 EXCAVATION

A. Suitable excavation material shall be transported to and placed in fill areas within limits of the work.

B. Unsuitable material encountered in areas to be paved and under building pads, shall be excavated 2 feet below final grade and replaced with suitable material from site or borrow excavations. Contractor shall notify Engineer if more than 2 feet of excavation is needed to replace unsuitable material.

C. Unsuitable and surplus excavation material not required for fill shall be disposed of off site.

D. Proper drainage, including sediment and erosion control, shall be maintained at all times. Methods shall be in accordance with the National Pollutant Discharge Elimination System standards and other local, state, and federal regulations.

E. Unsuitable materials as stated herein are defined as highly plastic clay soils, of the CH and MH designation, border line soils of the SC–CH description, and organic soils of the OL and OH description based on the Unified Soils Classification System. Further, any soils for the top two feet of pavement subbase shall have no more than 15% passing the # 200 sieve.

3.3 GROUND SURFACE PREPARATION FOR FILL

A. All vegetation, roots, brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and other unsuitable material within the areas to be filled shall be stripped and removed prior to beginning the fill operation.

B. Sloped ground surfaces steeper than 1 vertical to 4 horizontal, on which fill is to be placed shall be plowed, stepped, or benched, or broken up as directed, in such a manner where fill material will bond with the existing surface.

C. Surfaces on which fill is to be placed and compacted shall be wetted or dried as may be required to obtain the specified compaction.

3.4 FILL

A. Shall be placed in successive horizontal layers 8 inches to 12 inches in loose depth for the full width of the cross–section and compacted as required.

3.5 FINISHED GRADING

A. All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes.

B. Degree of finish shall be that ordinarily obtainable from either blade–grader or scraper operations, supplemented with hand raking and finishing, except as otherwise specified.

C. Unpaved areas to within 0.1 feet of elevations shown on the drawings provided such deviation does not create low spots that do not drain.

D. Paved Areas – Subgrade to within 0.05 feet of the drawing elevations less the compacted thickness of the base and paving.

E. Ditches and lagoon banks shall be finished graded, dressed, and seeded within 14 calendar days of work to reduce erosion and permit adequate drainage.

F. Portland Cement Pervious Pavement:

1. Subgrade Materials – The top 6 inches shall be composed of granular or gravely soil predominantly sandy with no more than a moderate amount of silt or clay.

2. Subgrade Permeability – Prior to placement of Portland Cement Pervious Pavement, the subgrade shall be tested for rate of permeability by double ring infiltrometer, or other suitable test of subgrade soil permeability. The tested permeability must reasonably compare to design permeability.

3. Subgrade Support – Shall be compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

   If fill material is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 8 inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 92% of a maximum dry density as established by ASTM D 1557 or AASHTO T 180.

4. Subgrade Moisture – Subgrade shall be in a moist condition (within +/– 3% of optimum moisture content as determined by modified compaction test ASTM D 1557 or AASHTO T 180).

3.6 DISPOSAL OF WASTE MATERIAL

A. All vegetation, roots, brush, sod, broken pavements, curb and gutter, rubbish, and other unsuitable or surplus material stripped or removed from limits of construction shall be disposed of by the Contractor.

3.7 PROTECTION

A. Graded areas shall be protected from traffic, erosion, settlement, or any washing away occurring from any cause prior to acceptance.

B. Contractor shall be responsible for protection of below grade utilities shown on the drawings or indicated by the Owner at all times during earthwork operations.

C. Repair or re–establishment of graded areas prior to final acceptance shall be at the Contractors expense.

D. Site drainage shall be provided and maintained by Contractor during construction until final acceptance of the project. Drainage may be by supplemental ditching, or pumping if necessary, prior to completion of permanent site drainage.

3.8 DRAINAGE

A. Contractor shall be responsible for providing surface drainage away from all construction areas. This shall include maintenance of any existing ditches or those constructed in the immediate vicinity of the work. Contractor shall provide proper and effective measures to prevent siltation of wetlands, streams, and ditches on both the Owner's property, and those properties downstream.

3.9 FIELD QUALITY CONTROL

A. Compaction testing shall be performed in accordance with ASTM D 6938. Where tests indicate the backfill does not meet specified requirements, the backfill shall be reworked or removed and replaced, and then retested at the Contractor's expense.

B. Unpaved areas – at least 90% of maximum laboratory density within 2% optimum moisture content unless otherwise approved by the Engineer.

C. Paved Areas and Under Structures – top 6 inch layer of subbase to at least 98% of maximum laboratory density within 2% optimum moisture content. Layers below top 6 inches shall be compacted to 95% of maximum laboratory density within 2% optimum moisture content.

D. Rolling and compaction equipment and methods shall be subject to acceptance by the Engineer. Acceptance in no way relieves Contractor of the responsibility to perform in correct and timely means.

E. Number of Tests – Under paved areas, no less than one density test per horizontal layer per 5,000 square feet of subbase shall be made. In unpaved areas, no less than one density test per horizontal layer per 10,000 square feet of fill area shall be made. Under curb and gutter, no less than one density test per every 300 linear feet. [

3.10 PROOF ROLLING

A. Shall be required on the subbase of all curb and gutter and paved areas and on the base of all paved areas where designated by the Engineer. Proof rolling shall take place after all underground utilities are installed and backfilled. The operation shall consist of rolling the subbase or base with a fully loaded 10–wheeled dump truck. A full load shall consist of 10 to 12 cubic yards of soil or rock. The dump truck shall be capable of traveling at a speed of two to five miles per hour and be in sound mechanical shape with no exhaust leaks or smoking from burning oil. The Engineer shall determine number of passes and areas rolled.

END OF SECTION

INDEX TO

SECTION 31 10 00 – SITE CLEARING

SECTION 31 10 00

SITE CLEARING

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Removal of surface debris.

B. Removal of paving, curbs, and sidewalk.

C. Removal of trees, shrubs, and other plant life.

D. Topsoil excavation.

1.2 RELATED SECTIONS

A. Section 31 00 00 – Earthwork.

B. Section 02 41 13 – Selective Site Demolition.

1.3 MEASUREMENT AND PAYMENT

A. Site Clearing: Clearing, grubbing and other items to be removed will be included in the lump sum price in the proposal for clearing work. Includes clearing site, removing stumps, loading and removing waste materials from site.

1.4 REGULATORY REQUIREMENTS

A. Conform to applicable South Carolina code for environmental requirements, disposal of debris, and use of herbicides.

B. Coordinate clearing Work with utility companies.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Provide tree protection materials as detailed on the construction drawings.

PART 3 – EXECUTION

3.1 PREPARATION

A. Verify existing plant life designated to remain is tagged or identified.

3.2 PROTECTION

A. All trees on site will be saved except those marked specifically by the Owner's representative for removal during construction. No trees, including those marked

for removal on site or any other tree, may be removed prior to the preconstruction conference. All trees not to be removed will be protected from injury to their roots and to their top to a distance three feet beyond the drip–line and no grading, trenching, pruning, or storage of materials may go in this area except as provided by an Owner's representative stakeout. Contractor will pay a penalty for any tree removed from the site that has not been marked specifically for removal. Contractor also will pay for any tree that dies due to damage during construction. This applies to all trees on site whether or not they are shown on the plans.

B. Contractor shall not be held accountable for damages to trees resulting from placement of fill or removal of soils where such action is required by the contract documents. Any tree, the trunk of which is within 10 feet of any footing or trench, shall be exempt from these penalties except Contractor shall exercise all reasonable precautions to preserve even these trees. Contractor agrees to pay fines as established below in the event he or any of his subcontractors causes loss or removal of trees designated to be saved under provisions of this contract.

The fines are as follows:

Caliper	Fine
1" – 2"	$ 150.00
2" – 3"	200.00
3" – 4"	250.00
4" – 5"	400.00
5" – 6"	500.00
6" – 7"	600.00
7" – 8"	750.00
8" – 11"	1,500.00
12" – 20"	2,000.00
21" & larger	$ 2,500.00

C. Trees shall be graded by Owner's representative as to variety, condition, and site importance, with above figures acting as a maximum fine. Lowest assessment amount shall be no less than one–half of the above fine figures.

D. Protect benchmarks, survey control points, and existing structures from damage or displacement.

E. Protect all remaining utilities.

F. Clearing operations shall be conducted to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and to provide for the safety of employees and others.

3.3 CLEARING

A. Clear areas required for access to site and execution of work. Clearing shall consist of felling and cutting trees into sections, and satisfactory disposal of trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within area to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be removed completely

from the site, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within cleared areas shall be trimmed of dead branches 1–1/2 inch or more in diameter. Limbs and branches to be trimmed shall be neatly cut close to the trunk of the tree or main branches. Cuts more than 1–1/2 inches in diameter shall be painted with an accepted treewound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations, by the erection of timber barriers or by such other means as circumstances require. Such barriers must be placed and be checked by the OWNER before construction observations can proceed (See 3.2). Clearing shall also include removal and disposal of structures obtruding, encroaching upon, or otherwise obstructing the work.

3.4 REMOVAL

A. Where indicated or directed, trees and stumps shall be removed from areas outside those areas designated for clearing and grubbing. Work shall include felling of such trees and removal of their stumps and roots. Trees shall be disposed of as hereinafter specified.

B. Remove debris, rock, and other extracted plant life from site.

C. Partially remove paving, curbs, and sidewalk; as indicated. Neatly saw cut edges at right angle to surface.

3.5 DISPOSAL

A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from clearing and grubbing shall be the Contractor's responsibility and shall be disposed of by removal from site. All costs in connection with disposing of materials will be at the Contractor's expense. All liability of any nature resulting from disposal of cleared and grubbed material shall become the Contractor's responsibility. Disposal of all materials cleared and grubbed will be in accordance with rules and regulations of the State of South Carolina. No material will be burned unless directed to do so by the OWNER. Contractor shall obtain a permit to burn on site from local fire department, before beginning the work.

3.6 GRUBBING

A. Grubbing shall consist of removal and disposal of stumps, roots larger than one inch in diameter, and matted roots from designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for building of pavement subgrade or building pads, shall be excavated and removed to a depth of not less than 18 inches below original surface level of the ground in embankment areas and not less than 2 feet below finished earth surface in excavated areas. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to original adjacent ground.

END OF SECTION

INDEX TO

SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROLS

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions apply to this section.

1.2 DESCRIPTION OF WORK

A. Extent of soil erosion control work includes all measures necessary to meet the requirements of this section.

Erosion and sediment control measures shall be installed prior to any construction activity.

Soil erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract shall meet standards of NPDES General Permit for the state where work is performed.

1.3 PURPOSES

A. Contractor is to achieve the following goals:

1. Minimize soil exposure by proper timing of grading and construction.

2. Retain existing vegetation whenever feasible.

3. Vegetate and mulch denuded areas as soon as possible.

4. Divert runoff away from denuded areas.

5. Minimize length and steepness of slopes when it is practical.

6. Reduce runoff velocities with sediment barriers or by increasing roughness with stone.

7. Trap sediment on site.

8. Inspect and maintain erosion control measures.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in the manufacture of soil erosion control systems products of types and sizes required, whose materials have been in satisfactory use for not less than 5 years.

B. Codes and Standards: Comply with all applicable Local, State, and Federal Standards pertaining to soil erosion control.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instruction for soil erosion control materials and products.

1.6 MEASUREMENT AND PAYMENT

A. No unit measurements will be made for soil erosion control. Payment will be made at the lump sum price as shown on the bid proposal. The cost of soil erosion control shall include all equipment, labor and materials necessary to comply with the State of South Carolina Erosion and Sediment Control Program.

PART 2 – PRODUCTS

2.1 GRASSING MATERIALS

A. Refer to Section 32 92 00 – Turf and Grasses.

1. General: All grass seed shall be free from noxious weeds, grade A recent crop, recleaned and treated with appropriate fungicide at time of mixture. Deliver to site in original sealed containers with dealer's guarantee as to year grown, percentage of purity, percentage of germination and date of the test by which percentages of purity and germination were determined. All seed sown shall have a date of test within six months of the date of sowing.

2. Type of Seed: Either Annual Rye or Common Bermuda Grass seed will be used depending on time of year in which seeding is to occur.

3. Mulch: Straw.

4. Fertilizer: Commercial balanced 4–12–12 fertilizer.

2.2 HAY BALES

A. Standard size, densely baled straw or hay, wrapped with synthetic or wire bands (two minimum per bale).

2.3 SILT FENCE

A. Silt fence shall be a woven geotextile fabric sheet. Fabric shall be a synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizer and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultra–violet and/or heat exposure. Fabric should be finished so the filaments will retain their relative position with respect to each other. Fabric shall be free of defects, rips, holes, or flaws.

Fabric shall meet the following requirements:

Woven Fabrics	
Grab Strength	90 lbs.
Burst Strength	175 PSI
UV Resistance	80%

2.4 CHEMICALS FOR DUST CONTROL

A. Calcium Chloride, Anionic Asphalt Emulsion, latex Emulsion or Resin–in–Water Emulsion may be used for dust control.

2.5 RIP–RAP

A. Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall range in weight from a minimum of 25 pounds to a maximum of 125 pounds. At least 50 percent of the stone shall weigh more than 60 pounds. The stone shall have a minimum dimension of 12 inches.

2.6 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 GENERAL

A. All disturbed soil areas except those to support paving shall be graded and protected from erosion by grassing. Disturbed areas must be grassed within 14 days of work ending unless work is to begin again before 21 days. Storm water conveyance systems shall have sediment barriers installed at all entrances, intersections, change in direction and discharge points.

3.2 GRASSING

A. Refer to Section 32 92 00 – Turf and Grasses.

3.3 SEDIMENT BARRIERS

A. Hay Bales for Sheet Flow Applications:

1. Excavate a 4 inch deep trench the width of a bale and length of proposed barrier. Barrier should be parallel to the slope. Place barrier 5 to 6 feet away from toe of slope, unless otherwise instructed.

2. Place bales in the trench with their ends tightly abutting. Corner abutment is not acceptable. A tight fit is important to prevent sediment from escaping through spaces between the bales.

3. Backfill the trench with previously excavated soil and compact it. Backfill soil should conform to ground level on downhill side of barrier and should be built up to 4 inches above ground on uphill side of bales.

4. Inspect and repair or replace damaged bales promptly. Remove hay bales when uphill sloped areas have been permanently stabilized.

B. Rock Ditch Check

1. Excavate a 6 inch deep trench the width and length of proposed barrier. Install a non–woven geotextile fabric in the trench before placing rock for the ditch check.

2. The body of the ditch check shall be constructed of 12 inch rip–rap. The upstream face may be covered with 1–inch washed stone.

3. Ditch checks shall not exceed a height of 2 feet at centerline of the channel and have a minimum top flow length of 2 feet.

4. Rip–rap shall be placed over the channel banks to prevent water from flowing around ditch check. Rock must be installed by hand or mechanical placement (no dumping of rock) to achieve complete coverage of the ditch and ensure the center of the check is lower than the edges.

5. The maximum spacing between ditch checks shall be where the toe of the upstream check is at the same elevation as the top of the downstream check.

6. Contractor shall maintain ditch checks as required by State regulations.

3.4 SILT FENCE

A. Silt fence shall be placed at approximate location shown and installed in accordance with the detail on the construction drawings. Contractor shall maintain silt fence as required by state regulations.

3.5 DUST CONTROL

A. Dust raised from vehicular traffic will be controlled by wetting down access road with water or by the use of a deliquescent chemical, such as calcium chloride, if relative humidity is over 30%. Chemicals shall be applied in accordance with manufacturer's recommendations.

B. Contractor shall use all means necessary to control dust on and near the work, or off–site borrow areas when dust is caused by operations during performance of work or if resulting from the condition in which any subcontractor leaves the site. Contractor shall thoroughly treat all surfaces required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of work on site.

3.6 SEDIMENT BASIN

A. A sediment basin equal in volume to 3,600 cubic feet per disturbed acre is required. The sediment basin/lagoon adjacent to the outfall for the site shall be constructed and stabilized prior to any additional land disturbed activity.

3.7 RIP–RAP

A. Rip–Rap shall be placed at the locations shown and installed in accordance with the detail on the construction drawings.

3.8 CONSTRUCTION EXIT

A. Construct exit at the location shown per detail on the construction drawings. Contractor shall maintain construction exit as required by state regulations.

3.9 INLET PROTECTION

A. Install inlet protection per detail on the construction drawings. Contractor shall maintain inlet protection as required by state regulations until all disturbed surfaces are stabilized.

END OF SECTION

INDEX TO

SECTION 31 37 00 – RIP–RAP

SECTION 31 37 00

RIP–RAP

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Material placed as bank protection and erosion control.

1.2 RELATED SECTIONS

A. Section 31 25 00 – Erosion and Sedimentation Control

1.3 ALLOWABLE TOLERANCES

A. Depth of rip–rap blanket as shown on the drawings and in these specifications is a minimum depth.

1.4 MEASUREMENT AND PAYMENT

A. Rip–Rap: Payment will be made at the contract unit price. Payment will include furnishing all labor, materials, and equipment and placing on a prepared surface.

1.5 REFERENCES (LATEST REVISION)

A. ASTM C 150 – Portland Cement.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Stone Rip–Rap: Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall be solid and non–friable and range in weight from a minimum of 25 pounds to a maximum of 150 pounds. At least 50 percent of the stone pieces shall weigh more than 60 pounds. The stone pieces shall have a minimum dimension of 12 inches. Documents indicating stone analysis, source and other pertinent data (i.e. – filter fabric) shall be submitted for review by the Engineer prior to delivery.

B. Sand–Cement Bag Rip–Rap:

1. Bags: Shall be of cotton, burlap, or fiber–reinforced paper capable of containing the sand–cement mixture without leakage during handling and placing. Bags previously used for any purpose shall not be used. Capacity shall be not less than 0.75 cubic foot nor more than two cubic feet.

2. Cement: Portland cement shall be Type I meeting requirements of ASTM C 150. Cement which has been damaged, or which is partially set, lumpy, or caked shall not be used.

3. Fine Aggregate: Shall be composed of hard, durable particles, free from injurious amounts of organic impurities and shall contain, in the material passing the No. 10 sieve, not more than 7 percent clay, and not more than 20 percent passing the No. 200 sieve.

C. Filter Fabric: Shall be a woven fabric of monofilament and multifilament yarn equivalent to Mirafi FW700. Fabric shall be finished so the filaments will retain their relative position with respect to each other. Fabric shall contain stabilizers and/or inhibitors added to make filaments resistant to deterioration due to ultraviolet and/or heat exposure. Fabric shall be free of flaws, rips, holes, or defects.

2.2 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 PREPARATION

A. The surface to receive rip–rap shall be prepared to a relatively smooth condition free of obstruction, depressions, debris, rises, and soft or low density pockets of material. Contours and elevations on construction drawings are to the surface of rip–rap material.

3.2 PLACEMENT

A. Filter fabric shall be placed with the long dimension running up slope. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. Fabric shall be anchored in place with securing pins of the type recommended by fabric manufacturer. Pins shall be placed on or within 3 inches of the over–lap. Place fabric so upstream strip will overlap the downstream strip. Fabric shall be placed loosely to give and avoid stretching and tearing during placement of the stones.

B. Minimum depth or thickness of stone blanket shall be 12 inches with no under tolerance. Stones shall be dropped no more than three feet during construction. Placing shall begin at bottom of slope. Provide a toe trench if required as detailed on the construction drawings. Entire mass of stone shall be placed to conform with lines, grades, and thickness shown on the plans. Rip–rap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying material. Placing of rip–rap in layers, or by dumping into chutes, or by similar methods likely to cause segregation, will not be permitted.

Larger stones shall be well distributed and the entire mass of stone shall conform to gradation specified. All material used in rip–rap protection shall be placed

and distributed so there will be no large accumulations of either the larger or smaller sizes of stone.

It is the intent of these specifications to produce a fairly compact rip–rap protection in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to secure the results specified.

C. Sand–Cement Bag Rip–Rap: Bags shall be uniformly filled. Bagged rip–rap shall be placed by hand with tied ends facing the same direction, with close, broken joints. After placing, bags shall be rammed or packed against one another to produce the required thickness and form a consolidated mass. The top of each bag shall not vary more than 3 inches above or below required plane. When directed by the Engineer or required by construction drawings, header courses shall be placed.

END OF SECTION

INDEX TO

SECTION 32 11 23 – AGGREGATE BASE COURSES

SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Aggregate base course.

1.2 RELATED SECTIONS

A. Section 01 22 00 – Unit Prices: Requirements applicable for the work of this section.

B. Section 01 45 00 – Quality Control.

C. Section 31 00 00 – Earthwork

D. Section 32 12 16 – Asphalt Paving: Binder and finish asphalt courses.

1.3 MEASUREMENT AND PAYMENT

A. Aggregate Base Course: Payment will be made at the contract unit price. Payment will include supplying all material, labor, and equipment, stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Prime Coat: Bituminous prime coat will not be measured for separate payment. All costs connected with applying prime coat will be included in the unit price bid for Aggregate Base Course.

1.4 REFERENCES (LATEST REVISION)

A. ASTM C 131 – Resistance to Degradation of Small–Size Course Aggregate by Abrasion and Impact in the Lost Angeles Machine.

B. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

C. ASTM D 6938 – In–Place Density and Water Content of Soil and Soil–Aggregate by Nuclear Methods (Shallow Depth).

D. ASTM D 3740 – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.

E. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

1.6 TESTING

A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).

B. In place density tests in accordance with ASTM D 6938.

C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.

D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.

E. Owner shall select and engage the Testing Laboratory. Testing Laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of Testing Laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or

2. Testing of the Contractor's work, products, or materials fail, and retesting is required, and/or

3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.

F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Aggregate shall consist of processed and blended crushed stone. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material and shall be durable and sound. Coarse aggregate shall have a percentage of wear not to exceed 65% after 500 revolutions as determined by ASTM C 131. Aggregate shall meet applicable requirements of Section 305.2 in the South Carolina Department of Transportation Standard 2007 Specifications for Highway Construction. Material shall meet the following gradation and other requirements:

Granite Stone or Recycled Concrete	
Sieve Size	Percent by Weight Passing
2"	100
1–1/2"	95 – 100
1"	70 – 100

1/2"	48 – 75
# 4	30 – 60
# 30	11 – 30
#200	0 – 12
Liquid Limit	0 to 25
Plasticity Index	0 to 6

Marine Limestone	
Sieve Size	Percent by Weight Passing
2"	100
1–1/2"	95 – 100
1"	70 – 100
1/2"	50 – 85
# 4	30 – 60
# 30	17 – 38
#200	0 – 20
Liquid Limit	0 to 25
Plasticity Index	0 to 6

B. Prime Coat: Shall be EA–P Special, Emulsified asphalt, conforming to Section 407 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subbase has been tested, is dry, and slopes and elevations are correct.

B. ON SITE OBSERVATIONS OF WORK: Owner's Representative or Engineer will have the right to require any portion of the work be completed in their presence. If the work is covered up after such instruction, it shall be exposed by Contractor for observation at no additional cost to the Owner. However, if Contractor notifies Owner such work is scheduled, and the Owner fails to appear within 48 hours, Contractor may proceed. All work completed and materials furnished shall be subject to review by the Owner, Engineer, or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

3.2 PREPARATION

A. Subbase shall be graded and shaped conforming to the lines, grades, and cross sections required and cleaned of all foreign substances prior to constructing base course. Do not place base on soft, muddy or frozen surfaces. Correct

irregularities in subbase slope and elevation by scarifying, reshaping, and recompacting.

B. At the time of base course construction, subbase shall contain no frozen material.

C. Surface of subbase shall be checked by the Engineer or Project Representative for adequate compaction and surface tolerances. Ruts or soft yielding spots appearing in areas of subbase course having inadequate compaction, and areas not smooth or which vary in elevation more than 3/8 inch above or below required grade established on the plans, shall be corrected to the satisfaction of the Engineer or Project Representative. Base material shall not be placed until subbase has been properly prepared and test results have so indicated.

3.3 AGGREGATE PLACEMENT

A. Aggregate shall be placed in accordance with South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction Section 305 and in accordance with all terms included in these specifications.

B. Level and contour surfaces to elevations and slopes indicated.

C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

F. While at optimum moisture (± 1–1/2%), compact base course with rollers capable of obtaining required density. Vibratory, flatwheel, and other rollers accepted by the Engineer may be used to obtain required compaction. Rolling shall continue until base is compacted to 98% of the maximum laboratory dry density as determined by ASTM D 1557. In–place density of the compacted base will be determined in accordance with ASTM D 6938.

3.4 PRIME COAT

A. Bituminous material for the prime coat shall be applied uniformly and accurately in quantities of not less than 0.15 gallons per square yard nor more than 0.30 gallons per square yard of base course. All irregularities in the base course surface shall be corrected prior to application of prime coat. Clean the base course of all mud, dirt, dust, and caked and loose material

B. Do not apply prime to a wet surface nor when temperature is below 40°F in the shade. Do not apply prime when rain threatens nor when weather conditions prevent proper construction and curing of prime coat.

C. The primed base should be adequately cured before the binder or surface course is laid. In general, a minimum of 48 hours should be allowed for complete

curing. Ordinarily, proper surface condition of the prime is indicated by a slight change in the shiny black appearance to a slightly brown color.

3.5 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch measured with an acceptable 10–foot straight edge.

B. Scheduled Compacted Thickness: Within 3/8 inch.

C. Variation from Design Elevation: Within 3/8 inch.

D. Depth measurements for compacted thickness shall be made by test holes through the base course. Where base course is deficient, correct such areas by scarifying, adding base material, and recompacting as directed by the Engineer.

3.6 FIELD QUALITY CONTROL

A. Section 01 45 00 – Quality Control: Field observation.

B. Density and moisture testing will be performed in accordance with ASTM D 1557 and ASTM D 6938.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests:

1. Base Density and Thickness – One test per 5,000 square feet.

END OF SECTION

INDEX TO

SECTION 32 11 26 – ASPHALTIC BASE COURSES

SECTION 32 11 26

ASPHALTIC BASE COURSES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Asphaltic Concrete Base Course

1.2 RELATED SECTIONS

A. Section 01 22 00 – Unit Prices

B. Section 01 45 00 – Quality Control

C. Section 31 00 00 – Earthwork

D. Section 32 12 16 – Asphalt Paving

1.3 MEASUREMENT AND PAYMENT

A. Asphaltic Concrete Base Course: Payment will be made at the contract unit price. Payment will include furnishing and placing base, compaction, testing, and all equipment, labor, and materials necessary to complete the work.

1.4 REFERENCES (LATEST REVISION)

A. ASTM D 946 – Penetration–Graded Asphalt Cement for Use in Pavement Construction.

B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

C. ASTM D 2726 – Bulk Specific Gravity and Density of Non–Absorptive Compacted Bituminous Mixtures.

D. ASTM D 2950 – Density of Bituminous Concrete in Place by Nuclear Methods.

E. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.

F. AASHTO T 245 – Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

G. AASHTO T 179 – Effect of Heat and Air on Asphalt Materials (Thin–Film Oven Test).

H. AASHTO M 226 – Viscosity Graded Asphalt Cement.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Mixing Plant: Conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness	Min. Air Temperature, Degrees F.
1" or Less	55
1.1" to 2"	45
2.1" to 3"	35
3.1" to 4"	30
4.1" to 8"	Contractor's Discretion

B. Place bitumen mixture when mixture temperature is not more than 15 degrees F below bitumen supplier's bill of lading and not more than the maximum specified temperature.

1.7 TESTING

A. Testing laboratory shall operate in accordance to ASTM D 3740 and E 329 and shall be acceptable to the Engineer.

B. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.

C. Testing Laboratory shall be selected by, engaged by and be the responsibility of Owner. Testing Laboratory shall be responsible to Owner and the Owner's Engineer. Payment for laboratory and all tests shall be by Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expense and charges of Testing Laboratory when:

1. the Contractor gives notice work is ready for inspection and testing, and Contractor fails to be ready for test, and/or

2. the test of Contractor's work, products, or materials fail, and retesting is required, and/or

3. the Contractor abuses services or interferes with work of testing laboratory in conduct of this work.

D. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Asphalt Cement: PG64–22 (SC).

B. Anti–Stripping: Anti–stripping agents or other additives required shall be acceptable to the Engineer prior to their use. Additive delivery systems shall be acceptable to the Engineer.

C. Aggregate shall consist of processed and blended crushed stone and be free of lumps and balls of clay, organic matter, objectionable coatings and other foreign material, and shall be durable and sound. Material shall meet applicable requirements of Section 310 of the South Carolina Department of Transportation Standard Specifications.

D. Base Mixture: Shall meet Section 310 of the South Carolina State Highway Department Standard Specifications.

2.2 SOURCE QUALITY CONTROL AND TESTS

A. Section 01 45 00 – Quality Control, 01 45 23 – Testing and Inspecting Services. Provide mix design for asphalt.

B. Submit proposed mix design for review prior to beginning of work.

C. Test samples in accordance with the requirements of these specifications.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subbase has been tested, is dry, and gradients and elevations are correct.

B. ON–SITE OBSERVATIONS OF WORK: Owner's Representative or Engineer will have the right to require any portion of work be completed in their presence. If the work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to Owner. However, if Contractor notifies Owner such work is scheduled, and Owner fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Owner, Engineer, or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

3.2 PREPARATION

A. Subbase shall be leveled to lines and grades of plans and cleaned of all foreign substances prior to constructing the base course.

Do not place base on soft, muddy, or frozen surfaces.

Correct irregularities in subbase gradient and elevation by scarifying, reshaping, and recompacting.

B. At the time of base course construction, the subbase shall contain no frozen material.

C. The surface of subbase shall be checked by Engineer or Project Representative for adequate compaction and surface tolerances. Ruts or soft yielding spots appearing in areas of the subbase course having inadequate compaction, and areas not smooth or which vary in elevation more than 3/8 inch above or below required grade established on plans shall be corrected to satisfaction of Engineer or Project Representative. Base material shall not be placed until subbase has been properly prepared and test results have so indicated.

3.3 PLACEMENT

A. Construction shall be in accordance with Sections 310 and 401 of the South Carolina Department of Transportation Standard Specifications.

3.4 TOLERANCES

A. General: All paving shall be subject to visual and straightedge checking during construction operations and thereafter prior to final acceptance. A 10–foot straightedge shall be maintained in the vicinity of paving operation at all times for measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by Contractor. The surface of all courses shall be checked with a straightedge as necessary to detect surface irregularities. Irregularities such as ripping, tearing or pulling, which in the judgment of Engineer indicate a continuing problem in equipment, mixture or operating technique, will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by Contractor to correct problem.

B. Flatness: Maximum variation of 1/4 inch measured with an acceptable 10 foot straight edge.

C. Scheduled Compacted Thickness: Within 3/8 inch under tolerance.

D. Variation from Design Elevation: Within 3/8 inch.

E. Base Deficient in Thickness: When measurement of any core indicates base is deficient in thickness, additional cores will be drilled 10 feet either side of the deficient core along centerline of lane until cores indicate thickness conforms to above specified requirements. A core indicating thickness deficiencies is considered a failed test. Base deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If Contractor believes cores and measurements taken are not sufficient to indicate fairly the actual thickness

of base, additional cores and measurements will be taken, provided Contractor will bear extra cost of drilling cores and filling holes in roadway as directed.

3.5 FIELD QUALITY CONTROL

A. Section 01400 – Quality Assurance: Field Observation.

B. Density Testing: Performed in accordance with ASTM D–2726 and ASTM D–2950. Core samples for each day's operation shall be taken, tested and results reported to Engineer the following day. The areas sampled shall be properly restored by Contractor at no additional cost to Owner. Compaction must be accomplished when the temperature of mix is above 185 degrees F and below 300 degrees F. Nuclear gauge tests shall be taken during the asphaltic concrete placement.

1. The pavement core and nuclear gauge densities shall range between 94% and 96% of the theoretical maximum density.

C. Temperature:

1. Asphaltic concrete shall not exceed 325 degrees F at any time.

2. Temperature at time of loading shall be recorded on the truck delivery ticket.

D. Frequency of Tests:

1. Asphaltic Concrete – One test for each 250 tons placed.

a. Asphalt extraction and gradation test.

b. Core Sample

2. Field determination of density by nuclear method every 5,000 square feet during construction of the base course.

END OF SECTION

INDEX TO

SECTION 32 12 16SC – ASPHALT PAVING

SECTION 32 12 16SC

ASPHALT PAVING

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Surface Course

B. Binder Course

1.2 RELATED SECTIONS

A. Section 01 22 00 – Unit Prices

B. Section 01 45 00 – Quality Control

C. Section 31 00 00 – Earthwork

D. Section 32 11 23 – Aggregate Base Courses

E. Section 32 11 26 – Asphaltic Base Courses

1.3 MEASUREMENT AND PAYMENT

A. Asphaltic Concrete Binder Course: Will be paid for at the contract unit price per square yard of completed and accepted binder course for the thickness specified.

B. Asphaltic Concrete Surface Course: Will be paid for at the contract unit price per square yard of completed and accepted surface course for the thickness specified.

C. Tack Coat: Will be paid for at the contract unit price per square yard of base or pavement covered.

D. Payment for pavement and tack coat will be in full for preparing and cleaning, providing all materials, labor and equipment including placing, compacting and testing.

1.4 REFERENCES (LATEST REVISION)

A. ASTM D 946 – Penetration–Graded Asphalt–Cement for Use in Pavement Construction.

B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

C. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.

D. ASTM D 2726 – Bulk Specific Gravity and Density of Non–Absorptive Compacted Bituminous Mixtures.

E. ASTM D 2950 – Density of Bituminous Concrete in Place by Nuclear Methods.

F. ASTM D 1188 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples.

G. ASTM D 1754 – Effect of Heat and Air on Asphaltic Materials (Thin–film Oven Test).

1.5 QUALITY ASSURANCE

A. Perform work in accordance with South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Mixing Plant: Conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness	Min. Air Temperature, Degrees F.
1" or Less	55
1.1" to 2"	45
2.1" to 3"	40
3.1" to 4.5"	35

B. Mixture shall be delivered to the spreader at a temperature between 250 degrees F and 325 degrees F.

1.7 GUARANTEE

A. Contractor shall guarantee the quality of materials, equipment, and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by the Contractor at no cost to the Owner.

1.8 TESTING

A. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.

B. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any tests.

C. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically

reserves the right to deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or

2. Testing of the Contractor's work, products or materials fail, and retesting is required, and/or

3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.

D. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 TACK COAT

A. Shall consist of asphalt binder (asphalt cement) or emulsified asphalt, conforming to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Asphalt binder shall be PG64–22. The acceptable grades of emulsified asphalt are RS–1, MS–1, MS–2, HFMS–1, HFMS–2, SS–1, CRS–1, CRS–2, CMS–2, and CSS–1.

2.2 ASPHALT BINDER AND ADDITIVES

A. Shall be PG64–22 and conform to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Anti–Stripping: Shall conform to requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

2.3 AGGREGATES

A. General: Mineral aggregate shall be composed of fine aggregate or a combination of fine and coarse aggregate. Coarse aggregate shall be that portion of the material retained on a No. 4 sieve.

Fine aggregate shall be considered that portion passing the No. 4 sieve. Fine aggregate, coarse aggregate, and any additives in combination with the specified percentage of asphalt cement shall meet the requirements of tests specified, before acceptance may be given for their individual use. Marine (Fossiliferous) limestone shall not be used.

B. Fine Aggregate: Shall conform to the requirements of Section 401 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.

C. Coarse Aggregate: Shall be granite stone and conform to the requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

D. Surface Course: The surface course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphalt binder in an acceptable mixing plant. The plant shall conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. The gradations, asphalt content and air voids shall be the following:

TYPE B	
Sieve Designation	Sieve Designation
1 inch	1 inch
3/4 inch	3/4 inch
1/2 inch	1/2 inch
3/8 inch	3/8 inch
No. 4	No. 4
No. 8	No. 8
No. 30	No. 30
No. 100	No. 100
No. 200	No. 200
% Asphalt Binder	% Asphalt Binder

E. Intermediate or Binder Course: The mineral aggregates and asphalt binder shall be combined in such proportions the composition by weight of the finished mixture shall be within the following range limits:

TYPE B	
Sieve Designation	Percentage by Weight Passing
1 inch	100
3/4 inch	90 – 100
1/2 inch	75 – 90
3/8 inch	64 – 80
No. 4	38 – 54
No. 8	22 – 36
No. 30	8 – 22
No. 100	3 – 10
No. 200	2 – 8
% Asphalt Binder	4 – 6
Air Voids, %	3.5 – 4.5

2.4 SOURCE QUALITY CONTROL AND TESTS

A. Section 01 45 00 – Quality Control and Section 01 45 23 – Testing and Inspecting Services.

B. Submit proposed mix design for review prior to beginning of work.

C. Test samples in accordance with the requirements of these specifications.

PART 3 – EXECUTION

3.1 EXAMINATION

A. On–Site Observations: Owner's Representative or Engineer will have the right to require any portion of work be completed in their presence. If work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to Owner. However, if Contractor notifies Engineer such work is scheduled, and Engineer fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

B. Contractor shall verify base has been tested, is dry, and slopes and elevations are correct.

3.2 PREPARATION

A. Apply tack coat in accordance with Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Rate of application shall be 0.05 to 0.15 gallons per square yard of surface.

B. Work shall be planned so no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.

C. Apply tack coat to contact surfaces of curbs and gutters. Apply in manner so exposed curb or gutter surfaces are not stained.

D. Coat surfaces of manhole frames and inlet frames with oil to prevent bond with asphalt pavement. Do <u>not</u> tack coat these surfaces.

3.3 PLACEMENT

A. Construction shall be in accordance with Sections 401, 402, and 403 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Asphaltic concrete shall not be placed on a wet or frozen surface.

C. Compaction shall commence as soon as possible after the mixture has been spread to the desired thickness. Compaction shall be continuous and uniform over the entire surface. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks. Compaction rolling shall be complete before material temperature drops below 175° F.

D. Areas of pavement with deficient thickness or density shall be removed and replaced at no additional cost to the Owner.

3.4 TOLERANCES

A. General: All paving shall be subject to visual and straightedge evaluation during construction operations and thereafter prior to final acceptance. A 10–foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be checked with the straightedge as necessary to detect surface irregularities. Irregularities such as rippling, tearing or pulling, which in the judgment of the Engineer indicate a continuing problem in equipment, mixture or operating technique, will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.

B. Flatness: All irregularities in excess of 1/8 inch in 10 feet for surface courses and 1/4 inch in 10 feet for intermediate courses shall be corrected.

C. Variation from Design Elevation:

1. General Paving: Less than 1/4 inch.

2. Accessible Routes: Shall not exceed 1/4 inch. However, accessible routes shall not exceed maximum ADA allowable slopes. Contractor shall remove and replace any and all portions of the accessible route that exceed maximum ADA allowable slopes.

D. Scheduled Compacted Thickness: Within 1/4 inch per lift.

E. Pavement Deficient in Thickness: When measurement of any core indicates the pavement is deficient in thickness, additional cores will be drilled 10 feet either side of the deficient core along the centerline of the lane until the cores indicate the thickness conforms to the above specified requirements. A core indicating thickness deficiencies is considered a failed test. Pavement deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If the Contractor believes the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the

extra cost of drilling the cores and filling the holes in the roadway as directed.

3.5 FIELD QUALITY CONTROL

A. Acceptance of the in–place density of the binder and surface courses shall be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Density Testing: Performed in accordance with ASTM D–2726 and ASTM D–2950. Core samples for each day's operation shall be taken, tested and results reported to the Engineer the following day. The areas sampled shall be properly restored by the Contractor at no additional cost to the Owner. Nuclear gauge tests shall be taken during the asphaltic concrete placement.

1. The pavement core and nuclear gauge densities shall range between 94% and 96% of the theoretical maximum density.

C. Temperature:

1. Asphaltic concrete shall not exceed 325 degrees F at any time.

2. Asphaltic concrete shall not be placed once the temperature of the mix falls below 250 degrees F or the delivered temperature is more than 15 degrees F below the batch plant's delivery ticket.

3. Temperature at time of loading shall be recorded on the truck delivery ticket.

D. Frequency of Tests:

1. Asphaltic Concrete – One test for each 250 tons placed.

a. Asphalt extraction and gradation test.

b. Core Sample

2. Field determination of density by nuclear method every 5,000 square feet during construction of the asphaltic concrete binder/surface course.

END OF SECTION

INDEX TO

SECTION 32 14 43 – PERMEABLE CLAY PAVERS

INDEX TO

SECTION 32 14 43 – PERMEABLE CLAY PAVERS

SECTION 32 14 43 – PERMEABLE CLAY PAVERS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Permeable clay paver units

B. Open graded setting bed (#89)

C. Open graded base aggregate (#57)

D. Open graded subbase aggregate (#2)

E. Bedding and joint/opening filler materials

F. Edge restraints

G. Geotextiles (optional)

1.02 RELATED SECTIONS

A. Section 03 00 00 – Concrete

1.03 REFERENCES

A. American Society of Testing Materials (ASTM):

1. C902 Standard Specification for Pedestrian and Light Traffic Paving Brick

2. C1272 Standard Specification for Heavy Vehicular Paving Brick

3. C136 Method for Sieve Analysis for Fine and Coarse Aggregate.

4. C67 Method of Sampling and Testing Brick and Structural Clay Tile.

5. D448 Standard Classification for Sizes of Aggregates for Road and Bridge

1.04 QUALITY ASSURANCE

A. Paver Installation Subcontractor Qualifications:

1. Utilize an installer having successfully completed permeable paver installation similar in design, material and extent indicated on this project.

2. Utilize an installer holding a completion certificate from the Pave Tech School for Advanced Segmental Paving Permeable Paving Systems course or equivalent.

B. Review the manufacturers' quality control plan, paver installation subcontractor's Method Statement and Quality Control Plan with preconstruction meeting of representatives from the manufacturer, paver installer, general contractor, engineer and/or owner's representative.

1.05 SUBMITTALS

A. Submit shop or product drawings

B. Submit permeable clay paver product data.

1. Manufacturer's (Pine Hall Brick Company, Inc.) product catalog sheets with specifications.

2. Three representative full size samples of each paver type, thickness, and color. Submit samples indicating the range of color expected in the finished installation.

3. Accepted samples become the standard of acceptance for the work of this Section.

4. Laboratory test reports certifying compliance of the clay pavers with ASTM C 902 or C1272.

5. Manufacturer's material safety data sheets for the safe handling of the specified materials and products.

C. Submit sieve analysis for grading of subbase, base, and bedding materials per ASTM C136.

D. Submit minimum 3 lb samples of subbase, base and bedding aggregate materials.

E. Submit test results for compliance of paving unit requirements to ASTM C 902 or ASTM C 1272 from and independent testing laboratory.

F. Erosion and sediment control plan

G. Submit installer qualifications: provide satisfactory evidence that the installer complies with the qualifications set out in section 1.03.

1. The installer shall provide installation history, including references from projects of a similar size and complexity in writing with contact information, demonstrating to the owner's satisfaction their ability to perform the paver installation and related work indicated in the plans and specifications.

2. The installer shall have experienced personnel and a management capability to execute the work detailed in the project drawings and specifications. The installer's foreman should have a minimum of 5 years experience in the installation of unit pavers including clay pavers.

1.06 MOCK UPS

A. Install a 10 ft. x 10 ft. paver area. This area will be used to determine surcharge of the bedding layer, joint sizes, lines, laying pattern(s), color(s), and texture of the job. This area shall be the standard from which the work will be judged.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver brick pavers to the site in steel banded, plastic banded, or plastic wrapped cubes or on pallets capable of transfer by fork lift or clamp lift. Unload pavers at job site in such a manner that no damage occurs to the product.

1.08 ENVIRONMENTAL CONDITIONS

A. Do not install bedding or pavers during heavy rain or snowfall.

B. Do not install frozen bedding.

PART 2 – PRODUCTS

2.01 MANUFACTURED UNITS

Permeable clay brick pavers have spacer bars on each unit. These insure a minimum joint width between each unit in which the aggregate is placed. Spacer bars help prevent contact of the edges with adjacent pavers and subsequent chipping.

A. Permeable clay brick pavers shall be A Grade pavers manufactured/supplied by a member of the Brick Institute of America (BIA). The BIA manufacturer/supplier shall be:

Name:	**PINE HALL BRICK**
Address:	P. O. Box 11044
	2701 Shorefair Drive
	Winston Salem, NC 271161044
Phone:	(800) 334–8689

B. Product name/shape, overall dimensions, and thickness of the permeable clay paver units shall be:

1. Paver Type: StormPave (Tumbled)

   a. Material Standard: Comply with ASTM C 902 or C1272.

   b. Color : As approved by Owner

   c. Size: 4 inches' x 8 inches' x 2 1/4 inches thick.

   d. Manufacturer item number.

C. Pavers shall meet the following requirements set forth in ASTM C 902, Specification for Pedestrian and Light Traffic Paving Brick or C 1272 Specification for Heavy Vehicular Paving Brick and shall conform to the PX standard.

1. Minimum average compressive strength of 10,000 psi.

2. The average cold water absorption shall not be greater than 6% with no individual unit testing greater than 7%. Absorption test results may not be achieved through the use of sealers or other products applied to the clay paver. (Sealer protection degrades over time requiring reapplication after several years.)

3. Resistance of 50 freeze thaw cycles, when tested in accordance with ASTM C67. In addition the clay paver must pass CSAA231.2 freeze thaw test in saline solution without the use of sealers or other products applied to the paver. A test report must be submitted by the manufacturer. (Salt is the most common substance used for deicing during the winter months.)

4. Dimensional tolerances should meet the PX standard. In addition, the dimensional tolerances around the mean values for length, width, and depth shall be 1/16". (Studies show that dimensional tolerances are directly linked to joint width size and proper interlock.)

5. The pavers should be solid units without core holes or other perforations.

6. The contractor shall ensure that the manufacturer conducts a test sampling of 24 pavers every 50,000 pavers manufactured to determine the pavers compliance with dimensional and water absorption characteristics. The 24 paver sample shall be representative of the color mix in the typical finished package and chosen on a consistent basis from one kiln car. (Proper control procedures and testing are standard operating procedure for high quality manufacturers.)

2.02 AGGREGATE MATERIALS

A. Bedding Course and Void Filler Aggregate: The bedding course and void filler aggregate shall be washed, crusher run, free of fines, organics and soluble salts or other contaminants likely to cause efflorescence. The grading requirement shall comply with the following table.

Table 1
ASTM No. 89 Grading Requirements for Bedding Course Aggregates

ASTM Sieve Size	Percent Passing (by weight)
½ in.	100
3/8 in.	90 to 100
No. 4	20 to 55
No. 8	5 to 30
No. 16	0 to 10
No. 50	0 to 5

B. Base Course Aggregates: The base course aggregate shall consist of washed open graded stone and comply with the following table.

Table 2
ASTM No. 57 Grading Requirements for Base Course Aggregates

ASTM Sieve Size	Percent Passing (by weight)
1 ½ in.	100
1 in.	95 to 100
½ in.	25 to 60
¼ in.	0 to 10
No. 4	0 to 5

C. SubBase Course Aggregate: The subbase course and void filler aggregate shall be washed, open graded stone and comply with the following table.

Table 3
ASTM No. 2 Grading Requirements for SubBase Course Aggregates

ASTM Sieve Size	Percent Passing (by weight)
3 in.	100
2 ½ in.	90 to 100
2 in.	35 to 70
1 ½ in.	0 to 15
1 in.	0 to 5

2.03 EDGE RESTRAINTS

A. Edge restraints are required on all installations. Edge restraints are to be precast or cast in place concrete, plastic, or steel as specified in the drawings. Install as per manufacturer's specifications with mortared pavers for appearance.

2.04 FILTER GEOTEXTILE (IF APPLICABLE)

A. A nonwoven geotextile fabric shall be used in areas where tree roots prevent full depth base course.

PART 3 – EXECUTION

3.01 SUBGRADE

A. The site engineer shall verify that the subgrade has been shaped and compacted to 95% standard proctor where tree roots are not impacted in conformance to the lines, grades and cross sections shown on the plans.

B. If necessary, site grades can be raised using the same material as the largest base course (i.e. #2 or #57) being used on the project. The stone should be laid in 6" lifts and compacted using a vibratory smooth drum roller.

C. The requirements to include sub-drains in the pavement base design would depend on the subgrade soil conditions. It is recommended that an experienced, qualified geotechnical engineer determine the requirements for sub-drains. If required, the sub-drain pipe shall consist of a four-inch diameter pvc perforated pipe wrapped with filter fabric. The pipe would be placed at subgrade elevation and surrounded with a minimum of four inches of approved open graded stone. The sub-drain shall drain into a catch basin or other frost free positive outlet.

3.02 EDGE RESTRAINTS

A. All edge restraints shall be constructed as shown on the plans and in place prior to the installation of the base course, bedding course and pavers. Poured in place concrete curbs are recommended for commercial permeable paver installations.

3.03 BASE COURSE

A. The base course shall consist of a thickness of four inches of aggregate placed in one lift and compacted using a vibratory smooth drum roller until there is no visible movement of aggregate under static rolling. The base course shall be installed to the elevation and cross section per the plan documents.

3.04 BEDDING COURSE

A. The bedding course shall be spread loose in a uniform layer to give a depth after compaction of the pavers of two inches, plus or minus ½". The contractor shall screed the bedding course using either a mechanical screed beam apparatus or by the use of screed guides and boards.

B. The screeded bedding aggregate shall not be subjected to any traffic by either mechanical equipment or pedestrian use prior to the installation of the pavers. The voids left after the removal of the screed rails shall be filled with loose aggregate as the paver bedding course proceeds.

3.05 PERMEABLE CLAY PAVERS

A. The pavers should be installed according to the information on the cube tag. The pavers should be laid from several cubes throughout the installation.

B. Lay pavers in the pattern as shown on the drawings. Lay pavers away from the existing laying face or edge restraint in such a manner as to ensure that the pattern remains square. Chalk lines (use a heavier chalk cord) shall be used upon the bedding course to maintain straight lines. Joint spacing between pavers shall be between 1/8" and 1/4"; however the joint width may need to be increased to 3/8" to maintain straight lines. Lines and grades shown on the plans shall be established and maintained during the installation of the pavers.

C. Pavers should be cut according to the instructions on the cube tag. Pavers shall be cut using a table mounted masonry wet saw.

D. Once the pavers have been placed upon the bedding course and all cut pavers have been inserted to provide the complete surface, inspect the pavers for

damaged units and remove and replace those units. Once all pattern lines have been straightened, the void filler shall then be placed into the paver openings to the top of the chamfer on the pavers and the surface swept broom clean.

E. The pavement surface shall be compacted to achieve consolidation of the bedding course and pavers and brought to design levels and profiles by two passes of a suitable plate compactor. Compaction of the pavers shall be accomplished by the use of a vibratory plate compactor capable of a minimum of 4,500 pounds of compaction force. No compaction shall be permitted within three feet of unrestrained edges of the pavement. After compaction, inspect the pavers for damaged units and remove and replace those units.

F. After completing compaction, the surface tolerances shall be plus or minus ½" from finished grades. The pavers shall be flush to ½" above edge restraints. Additional void filler material shall be swept into the joints as required, to within ½" from the bottom of the chamfer on the paver. Upon completion, the pavement surface shall be swept clean of all excess materials. Remove from the site all surplus materials, equipment and debris resulting from these operations.

END OF SECTION

ALTERNATE SPECIFICATION FOR AREAS WITH TREE ROOTS OF 1" IN DIAMETER OR MORE WITHIN 4 INCHES OF THE SURFACE.

PART 1 – SCOPE

1.01 SCOPE

This specification covers sidewalk and driveway construction consisting of permeable clay pavers laid on a gravel leveling course, and should be supplemented by the above referenced specifications

PART 2 – MATERIALS

2.01 PERMEABLE CLAY PAVERS

The bricks shall conform to ASTM C902 and shall be uniform in size, measuring 4 inches in width, 8 inches in length, with a depth of 2 1/4 inches. The color of the brick and the laying pattern shall be full range and herringbone.

2.02 BEDDING COURSE AGGREGATE

For sidewalk construction the bedding course aggregate used for a leveling course shall be free of organic material, contaminants of any form, and shall generally be of a coarse, granular consistency.

PART 3 – LOCATION

3.01 LOCATION AND DIMENSIONS

The location and dimensions (width, thickness and extent) of the sidewalk shall be as shown on the plans and verified by the Town of Bluffton Engineering Support Services representative prior to commencement of work.

PART 4 – EARTHWORK

4.01 FILL MATERIAL

All earthwork and fill material supplied and placed shall conform to Specifications for Earthwork.

4.02 PROTECTION OF STRUCTURES AND TREE ROOTS

During the excavation process, it shall be the contractor's responsibility to protect all existing structures, including but not limited to, water meter boxes and lids, fencing, and mail boxes. Should tree roots lay within the construction zone the contractor shall contact the Town of Bluffton forester or a designated representative for further instructions. At no time shall the contractor remove any tree roots without approval from the Town of Bluffton forester or a designated representative.

PART 5 – BEDDING COURSE AGGREGATE

5.01 BEDDING COURSE AGGREGATE

The bedding course aggregate shall be between 1 inch, and 1 ½ inches in thickness. The sand shall be placed in accordance with the Permeable Clay Paver Specification. The bedding course aggregate shall be placed to the designated grade, with a tolerance of approximately 1/8 inch when measured with a 10–foot straight edge. Prior to placing the pavers, the bedding course aggregate shall be compacted in accordance with the Permeable Clay Paver Specification.

PART 6 – BRICK PAVING

6.01 LAYING OF BRICK

A. The brick pavers shall be laid to the pattern approved by the Town of Bluffton Engineering Support Services representative on a leveling course of aggregate, and shall be true to line and grade when measured with a 10-foot straight edge. Unless otherwise directed, the grade shall slope at the rate of 1/4 inch per foot. If required, the contractor shall saw cut the brick pavers to match and line up with existing structures using a brick saw. New brick sidewalk abutting existing brick sidewalk shall be separate by a soldier or other approved course of bricks.

B. After the pavers are laid to true line and grade, aggregate shall be swept into the joints, and then bedded using a plate compactor to form a tight consolidated surface. Care should be taken to ensure that no damage occurs to the pavers during this operation. Any pavers damaged during the bedding process shall be replaced at the contractor's expense.

6.02 EDGE TREATMENT

All edge restraints shall be constructed as shown on the plans and in place prior to the installation of the base course, bedding course and pavers. Poured in place concrete curbs are recommended for commercial permeable paver installations. Edge restraints are to be precast or cast in place concrete, plastic, or steel as specified in the drawings. Install as per manufacturer's specifications.

END OF SECTION

INDEX TO

SECTION 32 17 23.43 – THERMOPLASTIC PAVEMENT MARKINGS EXTRUDED OR HOT SPRAY APPLICATION

SECTION 32 17 23.43

THERMOPLASTIC PAVEMENT MARKINGS
EXTRUDED OR HOT SPRAY APPLICATION

PART 1 – GENERAL

1.1 DESCRIPTION:

A. Work shall consist of furnishing and applying thermoplastic reflectorized pavement marking materials on surface of pavements to provide pavement markings of a color (white or yellow) and pattern as indicated on the construction drawings. Contractor shall supply all necessary equipment and materials for the installation of traffic markings.

1.2 WARRANTY:

A. Contractor shall transfer warranty to the Owner on thermoplastic materials issued by manufacturer. Contractor shall also furnish the Owner a 12–month warranty for application. These warranties shall specify guaranteed retainage of material for a stated period beginning with the application date. Work will not be allowed to commence until warranties have been received by the Owner.

1.3 MEASUREMENT AND PAYMENT:

A. No measurement will be made for this project.

Payment will be included in the contract lump sum price. Payment will include supplying of materials at rate specified, preparation of pavement surface, application of all materials, protection of markings, protection of traffic, and all work involved to provide pavement markings in place, complete in accordance with these specifications and special provisions, including labor, equipment, and incidentals necessary to satisfactorily complete the work specified.

PART 2 – PRODUCTS

2.1 MATERIALS:

A. Pavement marking material shall be a reflectorized mixture of thermoplastic binder and reflectorized glass beads. Additional glass beads are applied by dropping immediately after marking material is applied to surface of the pavement. Prior to application of the pavement marking material, surface of all pavements shall be coated with a primer–sealer material if recommended by thermoplastic manufacturer.

B. Thermoplastic Compound: The hydrocarbon type thermoplastic compound shall meet all requirements of AASHTO M 249. Except material may be shipped in the granulated form.

C. Glass Beads – (Drop–on): The drop–on glass beads shall meet requirements of AASHTO M 247 – Type 1.

D. Primer–Sealer – A primer–sealer as recommended by the manufacturer of thermoplastic pavement marking material shall be utilized on all portland cement pavement surfaces and all bridge surfaces which have not been overlayed with asphalt. Primer–sealer also shall be utilized on any type of pavement prior to the placing of Railroad Crossing Symbols. Primer–sealer shall be used on asphaltic concrete pavement surfaces if recommended by the manufacturer of thermoplastic pavement marking material. Primer–sealer shall form a continuous film which will mechanically adhere to pavement and shall not discolor nor cause any noticeable change in appearance of the pavement outside of finished pavement marking.

E. Contractor shall obtain from manufacturer of the thermoplastic binder, tests results required by AASHTO M 249 for each batch of material furnished along with a final certification stating materials furnished met requirements of contract specifications. Contractor shall obtain from manufacturer of drop–on glass beads a certification stating material furnished met requirements of contract specifications. Copies of above described affidavits shall be furnished to the Owner.

PART 3 – EXECUTION

3.1 APPLICATION PROPERTIES OF AASHTO M 249 IS EXPANDED AS FOLLOWS:

A. Equipment – Material shall be prepared by only means of an insulated batching machine recommended or furnished by manufacturer of compound and shall consist of a special kettle for melting and heating the composition. Applicators may be either a truck mounted liner or a portable unit. "Truck mounted" shall be defined as a self–propelled vehicle with six or more wheels and an enclosed cab for housing the driver.

If contract requires extruded application, material shall be applied to the pavement by an extrusion method wherein one side of the shaping die is the pavement and the other three sides are contained by, or are part of suitable equipment for heating and controlling the flow of the material.

The batching machine shall be constructed to provide continuous mixing and agitation of material. Conveying part of equipment between the main material reservoir and final dispensing nozzle/shaping die shall be constructed to prevent accumulation and clogging. All parts of equipment which come in contact with the material shall be constructed to be easily accessible and exposable for cleaning and maintaining.

Equipment shall be constructed so all mixing and conveying parts to final dispensing nozzle/shaping die maintain material at the plastic temperature.

Equipment shall be constructed to assure continuous uniformity in dimensions of the markings.

Controls shall be set up so the operator can override set automatic cycles in order to extend a line or to begin a new cycle at any selected point.

Applicators shall provide a means for cleanly cutting off square stripe ends. Truck mounted liner shall provide a method of automatically applying "skip" or solid longitudinal lines, including right and left edge lines, of any combination of single or double line configurations (color and pattern) with machine traveling in the direction of normal traffic flow. The use of pans, aprons, or similar appliance which the nozzle/die overruns will not be permitted.

Beads shall be applied to surface of completed stripe by an automatic bead dispenser attached to the applicator. Beads are dispensed almost instantly upon the completed line.

Applicators shall be constructed to produce varying widths of traffic markings as indicated on construction drawings.

Heating of kettles and melters shall be by controlled heat transfer systems which are oil jacketed or indirect flame air jacketed. Directed flame equipment will not be allowed. All kettles and melters must be equipped with an automatic thermostatic control device and proper thermometers to control temperature of the material at manufacturer's recommended application temperature range.

Applicator and kettle must be so equipped and arranged as to satisfy requirements of the National Fire Underwriters, and all state and local requirements.

Applicators shall be mobile and maneuverable so straight lines can be followed and normal curves can be made.

B. Construction Requirements – Traffic shall not be permitted through the project during construction.

1. Preparation of Surface – The pavement shall be dry and free of glaze, oil, dirt, grease or other foreign contaminants. Where directed by Engineer, Contractor shall buff or sand blast pavement surface for a width equal to two inches wider than the stripe to be applied in order to secure a proper surface for adequate bonding of thermoplastic material.

2. Application of Primer–Sealer – Where used, primer–sealer shall be sprayed on the pavement surface where the lines are to be applied. Thickness of application and time on the pavement prior to thermoplastic application shall be governed by recommendations of primer–sealer manufacturer.

3. Application of Marking Material – All longitudinal markings shall be placed with a truck–mounted applicator except where the length of a particular marking is too short, or curvature too great, to permit efficient use of the liner. Transverse markings may be applied with a portable unit.

   The markings shall be straight or of uniform curvature and shall conform uniformly with tangents, curves and transitions. Symbols shall be of dimensions shown on the plans. Markings must be of dimensions and

placed as shown on the plans. The contractor shall provide sufficient control points to serve as guides for application of markings.

Finished line markings shall be free from waviness and the lateral deviation shall not exceed two (2) inches in fifteen (15) feet. Any greater deviation shall be sufficient cause for requiring the Contractor to remove and correct such markings at their own expense. Contractor shall also be required to remove and correct any symbol markings not meeting dimensional requirement shown on the plans.

Contractor shall protect the markings until dry by placing guarding or warning devices as necessary. In the event any vehicle should cross a wet marking, such marking shall be reapplied and lines made by moving vehicle removed by Contractor.

To avoid poor quality marks, markings are to be placed only when surface of pavement is dry as determined by visual inspection, when the relative humidity as reported by local weather authorities is 90% or less, and when the pavement surface temperature, as determined by means of surface thermometers, is 55 degrees F or above. Contractor shall provide appropriate surface thermometers, certified to be correct, to measure pavement temperatures during the work.

No markings shall be applied between October 15 and March 1 inclusive, except by permission of the Engineer.

Sufficient personnel experienced in handling and application of this type of material shall be provided by Contractor to assure work is completed properly.

Work shall be completed only during daylight hours, and all markings shall be sufficiently dry, before sunset, to permit crossing by traffic. All protective devices shall be removed before sunset to allow free movement of traffic at night.

Marking material shall be applied at a temperature providing best adhesion to the pavement and shall be between 380 degrees F and 420 degrees F or as recommended by the manufacturer. The material shall be heated uniformly throughout and shall have uniform disbursement of binder, pigment, and glass beads when applied to surface of the pavement.

All extruded lines 12 inches or less shall be applied with a die equal to the width of the line. All lines greater than 12 inches may be applied with two dies, the total widths of which equal the width of the line.

4. Rate of Application

   a. Marking material shall be applied at the specified widths and at a rate to result in a new material thickness at center of line as specified below.

5. Type of Marking

a. Edge lines and median lines (5" solid white, 5" solid yellow and 5" broken yellow). 90 mils

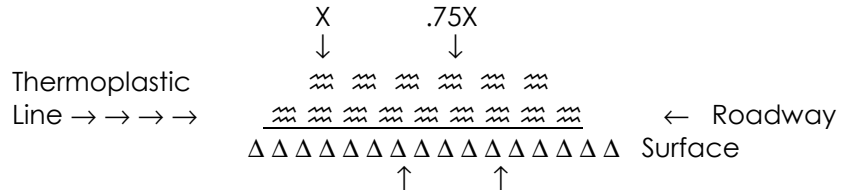
Lane lines (5" broken white) 90 mils

Center lines on two – lane roadways (5" broken yellow and 5" solid yellow) 90 mils

b. All others 125 mils

The diagram below refers to applications of all thicknesses.

The edge of the line shall be not thinner than 75% of the center thickness.



NO SCALE

c. Glass Beads – "Drop–on" glass beads shall be mechanically applied to surface of marking material immediately after material is applied to the pavement surface, and while marking material is still molten so beads will be held by and mechanically embedded in surface of material. Beads shall be uniformly distributed over the minimum rate of 12 pounds per 100 square feet of stripe. Drop–on beads shall be applied mechanically.

3.2 OBSERVATION AND ACCEPTANCE OF WORK:

A. All thermoplastic markings shall be checked both day and night to determine whether the intent of these specifications has been achieved. Any markings failing to have satisfactory appearance, either day or night, shall be reapplied at Contractor's expense.

Final acceptance of thermoplastic pavement markings will be delayed for a period of 30 days after completion to permit observation of performance. Contractor shall be required to replace any markings or markers that, in the opinion of Owner, have not performed satisfactorily during this 30–day period due to defective materials and workmanship in manufacture and application.

Application of Pavement Markings and Non–recessed Pavement Markers – When pavement markings (centerline, lane lines, and edge lines) and non–recessed pavement markers are applied on a roadway opened to traffic and in a continuous operation of moving vehicles and equipment, the following minimum warning devices shall be required.

1. The vehicle applying the pavement markings shall have sequential or flashing arrows as directed by Engineer.

2. A shadow vehicle shall maintain at least a distance of 50' behind the vehicle applying pavement markings and shall have an acceptable sequential or flashing arrow board.

Application of pavement markings shall be accomplished without stopping traffic except when directed by the Owner. If Owner allows temporary closing of any part of the traveled width of any pavement, either on main roadway or intersecting roads and drives, and thereby restrict traffic, Contractor shall provide all barricades, lights, flagmen and such other protection to traffic as may be necessary for protection of work and safety of public.

Contractor shall at all times set up and operate equipment to encroach as little as possible upon the traveled width of any pavement opened to traffic.

Contractor shall submit a traffic control plan for application of thermoplastics. The plan will have to be reviewed and accepted by Owner before work begins.

END OF SECTION.

INDEX TO

SECTION 32 92 00 – TURF AND GRASSES

SECTION 32 92 00

TURF AND GRASSES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Seeding, planting grass, and fertilizing graded areas behind the structures, pipeline rights–of–way, roadway shoulders, and other disturbed areas.

B. Seed protection.

C. Maintaining seeded areas until final acceptance.

1.2 RELATED WORK

A. Civil and Landscape plans and specifications.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages are not acceptable. Store in cool, dry locations away from contaminants.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer. Damaged bags are not acceptable. Store in cool, dry locations away from contaminants.

C. Deliver sod on pallets.

D. All material shall be acceptable to Engineer prior to use.

1.4 PLANTING DATES

A. This specification provides for establishment of a permanent grass cover between the dates of March 1 and September 30. If finished earth grades are not completed in time to permit planting and establishment of permanent grass during the favorable season between dates specified above unless otherwise accepted, Contractor will be required to plant a temporary cover to protect new graded areas from erosion and to keep windborne dust to a minimum. The temporary cover shall be planted between October 1 and February 28 unless otherwise permitted.

1.5 MEASUREMENT AND PAYMENT

A. When the season or stage of project is such results of grassing work cannot be determined, conditional acceptance will be made on work completed. When conditional acceptance is made for items of work covered, Contractor shall be entitled to 50% of bid price for the actual work placed and shall receive remaining 50% of bid price when final acceptance is made. Conditional acceptance shall not apply to the remaining items of work, and full bid price payment shall be made

when work is acceptably placed and completed in accordance with specifications.

B. Payment for grassing will be made at contract unit price for the item "Turf and Grasses" and such payment shall constitute full compensation for furnishing and placing seed and fertilizer or sod where directed and protecting and maintaining seed and sod in all graded and disturbed areas.

PART 2 – PRODUCTS

A. Contractor shall submit source and species certification documents to Engineer and Owner's Representative for review prior to installation. Supply complete information on all analysis/test methodologies and results; laboratory certifications, manufacturer's specifications, and agency approvals to the Landscape Architect/Project Engineer prior to placement of soil mixtures. In addition, provide the Landscape Architect/Project Engineer with thoroughly mixed sample of soil mixes for acceptance prior to placement. Landscape Contractor shall make modifications and improvements to soil mixes deemed necessary by the soil analysis to meet requirements specified here in before, and to ensure proper growing medium for plant material.

2.1 SEED

A. All seed shall conform to State Laws and requirements and regulations of the State Department of Agriculture.

B. The varieties of seed, as specified in Section 2.2, shall be individually packaged or bagged, and tagged to show name of seed, net weight, origin, germination, lot number, and other information required by the State Department of Agriculture.

C. Engineer reserves the right to test, reject, or accept all seed before seeding.

2.2 SEEDING SCHEDULE

A.

SEED	RATE	PLANTING DATES
Bermuda	15–lbs/acre	March 1 – September 30
Rye	75–lbs/acre	October 1 – February 28

2.3 FERTILIZER

A. Commercial fertilizer of accepted type, conforming to State fertilizer laws at the rate as recommended by soils test.

2.4 LIME

A. Agricultural grade, ground limestone at the rate as recommended by soils test.

2.5 SPRIG

A. Healthy living stems, stolons, or rhizomes and attached roots of locally adapted grass without adhering soil, including two to three nodes and from 4 to 6 inches

long. Obtain from heavy, dense certified sod. Provide sprigs which have been grown under climatic conditions similar to those in the locality of project. Coordinate harvesting and planting operations to prevent exposure of sprigs to the sun for more than 30 minutes before covering and moistening. Sprigs showing signs of wilt, mold, containing weeds, or other detrimental material or are heat damaged will be rejected.

B. Varieties of sprig, as specified in section 2.6, shall be individually packaged or bagged, and tagged to show name of sprig, net weight, origin, and other information required by the State Department of Agriculture.

C. Sprigs shall be pure to variety specified and shall be free of other grass species, weeds or foreign matter.

D. Sprigs shall be harvested by digging (not collected above soil level), shredding sod, rototilling sod and raking, vericutting, or with a sprig harvester. Sprigs shall consist of mostly rhizomes and crowns with only a few green leaves.

2.6 SPRIGGING SCHEDULE

A.

SPRIG	RATE	PLANTING DATES
'Tifsport' Bermuda	1,000 bushels/acre (Maximum 12 week grow–in)	April 1 – August 31
Stabilize site with temporary grass seed		September 1 – March 31 (See section 2.2)

B. In areas where existing grass is to be matched, Contractor shall sprig at the rate and dates recommended by sprig distributor.

2.7 SOD

A. Sod shall be premium grade, densely rooted, good quality grass of the species and certified variety as shown on the plans, free from noxious weeds with no surface soil being visible. The sod shall be obtained from areas where the soil is reasonably fertile. Sod of specified species shall be grown from seed or sprig with not less than 95 percent germination, 85 percent pure seed, and not more than 0.5 percent weed seed. The sod shall be machine cut to a uniform soil thickness that shall contain practically all of the dense root system and not be less than 1–inch thick.

B. Before cutting, sod shall be mowed to a height of not less that 1–1/2–inches or more than 2–inches. Sod shall be cut in minimum uniform widths of 12–inches and lengths of 24 inches.

C. Sod shall be delivered to site in a fresh, moist condition with healthy green foliage. It shall be unloaded from delivery trucks on pallets or in rolls and placed in final position within 24 hours of delivery. Sod shall be protected from wind and sun and shall not be allowed to dry out before planting.

D. Sod shall be strong enough to support its own weight and retain its size and shape

when suspended vertically from a firm grasp on the upper 10 percent of the section.

2.8 ACCESSORIES

A. Straw Mulch: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition.

B. Excelsior Mulch: Excelsior mulch shall consist of wood fibers cut from sound, green timber. The average length of fibers shall be 4 to 6 inches. Cut shall be made in such a manner as to provide maximum strength of fiber, but at a slight angle to natural grain of the wood to cause splintering of fibers when weathering in order to provide adherence to each other and to soil.

C. Wood cellulose fiber shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogenous slurry. Mulch fibers shall intertwine physically to form a strong moisture holding mat on the ground surface and allow rainfall to percolate into underlying soil. The mulch shall be heat processed to contain no germination or growth–inhibiting factors. It shall be dyed (non–toxic) an appropriate color to facilitate metering of material.

2.9 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 PREPARATION

A. Areas to be seeded shall be made smooth and uniform and shall conform to the finished grade indicated on plans.

B. Remove foreign materials, plants, roots, stones, and debris from surfaces to be seeded.

C. Grassing areas, if not loose, shall be loosened to a minimum depth of 3 inches before fertilizer, seed or sod is applied.

D. Amendments to soils shall be incorporated into loosened 3–inch top soil layer as recommended by soils tests.

E. Contractor shall provide Topsoil Analysis Tests performed by a State Agricultural Experiment Station, Soil and Water Conservation District, State University, or other qualified private testing laboratory, as acceptable to Landscape Architect/Project Engineer. Soils test shall identify existing pH and nutrient levels, as well as recommended adjustments based on the type of grass to be installed.

3.2 STAND OF GRASS

A. Before acceptance of seeding, sodding, or sprigging is performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of re–establishment in spring.

B. Before acceptance of seeding is performed for the establishment of temporary vegetation, Contractor will be required to produce a stand of grass sufficient to control erosion for a given area and length of time before the next phase of construction or establishment of permanent vegetation is to commence.

3.3 SEEDING AND SPRIGGING DATES

A. Seeding and sprigging shall be performed during periods and at rates specified in their respective schedules. Seeding and sprigging work may, at discretion of Contractor, be performed throughout the year using schedule prescribed for given period. Seeding and sprigging work shall not be conducted when the ground is frozen or excessively wet. Contractor will be required to produce a satisfactory stand of grass regardless of the period of year work is performed.

3.4 APPLYING LIME AND FERTILIZER

A. Following advance preparation and placing selected material for shoulders and slopes, lime and fertilizer, if called for based on soil tests, shall be spread uniformly over the designated areas, and shall be thoroughly mixed with the soil to a depth of approximately 2 inches. Fertilizer and lime shall be applied at the rate recommended by required soils test. Unless otherwise provided, lime will not be applied for temporary seeding. In all cases where practicable, acceptable mechanical spreaders shall be used for spreading fertilizer. On steep slopes subject to slides and inaccessible to power equipment, the slopes shall be adequately scarified. Fertilizer may be applied on steep slopes by hydraulic methods as a mixture of fertilizer and seed. When fertilizer is applied with combination seed and fertilizer drills, no further incorporation will be necessary. The fertilizer and seed shall be applied together when Wood Cellulose Fiber Mulch is used. Any stones larger than 2–1/2 inches in any dimension, larger clods, roots, or other debris brought to the surface shall be removed.

3.5 SEEDING

A. Seed shall be sown within 24 hours following application of fertilizer and lime and preparation of the seedbed as specified in Section 3.4. Seed shall be uniformly sown at rate specified by the use of acceptable mechanical seed drills. Rotary hand seeders, power sprayers or other satisfactory equipment may be used on steep slopes or on other areas inaccessible to seed drills.

B. Seeds shall be covered and lightly compacted by means of cultipacker or light roller if the drill does not perform this operation. On slopes inaccessible to compaction equipment, the seed shall be covered by dragging spiked chains, by light harrowing or by other satisfactory methods.

C. Apply water with fine spray immediately after each area has been sown.

D. Do not sow seed when ground is too dry, during windy periods or immediately following a rain.

E. If permitted by the special provisions, wood cellulose fiber mulch or excelsior fiber mulch may be used.

3.6 SEED PROTECTION (STRAW MULCH)

A. All seeded areas seeded with permanent grasses shall be uniformly mulched in a continuous blanket immediately following seeding and compacting operations, using at least 2 tons of straw per acre.

3.7 SEED PROTECTION (EXCELSIOR MULCH)

A. Seed shall be sown as specified in Section 3.5. Within 24 hours after covering of seed, excelsior mulch shall be uniformly applied at the rate of 2 tons per acre. The mulch may be applied hydraulically or by other acceptable methods. Should the mulch be placed in a dry condition, it shall be thoroughly wetted immediately after placing. Engineer may require light rolling of the mulch to form a tight mat.

3.8 SEED PROTECTION (WOOD CELLULOSE FIBER MULCH)

A. After the lime has been applied and ground prepared as specified in Section 3.4, wood cellulose fiber mulch shall be applied at a rate of 1,500 pounds per acre in a mixture of seed and fertilizer. Hydraulic equipment shall be used for application of fertilizer, seed, and slurry of the prepared wood pulp. This equipment shall have a built–in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide an even distribution of slurry on various areas to be seeded. The slurry tank shall have a minimum capacity of 1,000 gallons.

Seed, fertilizer, wood pulp mulch, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by hydraulic seeding method specified herein. Materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be regulated so amounts and rates of application shall result in a uniform application of all materials at rates not less than amount specified. Using the color of wood pulp as a guide, equipment operator shall spray prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream to fall like rain, allowing wood fibers to build upon each other until an even coat is achieved.

3.9 SPRIGGING

A. Sprigs shall be placed at the date and rates as shown in section 2.6. The sprigging method shall be by broadcast sprigging, hydroplanting or row planter. Sprigging procedure shall ensure even coverage.

B. Sprigs applied by broadcast over the site with a distributor or hydroseeder shall be planted at the rates listed in section 2.6. Cover broadcast sprigs with straw mulch immediately after broadcast and water in immediately (within 2 hours).

C. Sprigs installed by row planter creating a narrow furrow that covers 50 to 80% of

the sprig with soil may use less sprig material. Rate shall be as recommended by sprig supplier to provide a solid stand of turf within the time required in Section 2.6. Water in immediately (within 1 hour).

3.10 SODDING

A. Sod shall be placed between March 1st and December 1st. However, if sod is to be placed during periods of temperatures over 90 degrees F., the Contractor shall take extra care for quick placement of sod with adequate, consistent watering necessary to ensure sod thrives as planted.

B. Sod shall be placed within 24 hours of cutting.

C. Place top elevation of sod 1/2 inch below adjoining paving or curbs.

D. All areas to be sodded shall be brought to the proper line grade or cross section as was existing prior to construction. Sod shall be placed so, upon completion, edges of sodded areas will be smooth and will conform to the proposed finished grade. Sod shall be laid smooth, edge to edge, with staggered joints. Sod shall be immediately pressed firmly into contact with the sod bed by tamping or rolling, to eliminate any air pockets. A true and even surface shall be provided, to insure knitting without displacement of the sod or deformation of the sodded areas surfaces. Do not stretch or overlap sod pieces. Following compaction, screened soil of good quality shall be used to fill all cracks. Excess soil shall be worked into the grass with rakes or other suitable equipment. On slopes steeper than 3 to 1, sod shall be fastened in place with suitable wood or metal pins to hold the sod in place. Any damage by erosion or other causes occurring after completion of grading operations shall be repaired, before commencing with the sodding operations.

E. Immediately before sodding, moisten topsoil with a fine spray to a minimum 1–inch depth. Sod shall not be laid on dry or powdery soil.

F. Sod shall be moist when laid and placed on moist ground. The sod shall be carefully placed by hand, beginning at the toe of slopes and working upwards. The length of strips shall be at right angles to flow of surface water. All joints shall be tightly butted and end joints shall be staggered at least 12 inches. Sod shall be immediately pressed firmly into the ground by tamping or rolling. Fill all joints between strips with fine screened soil. Sod on slopes shall be pegged with sod pegs to prevent movement.

G. Within two hours after sod has been placed, thoroughly water to a minimum depth of 4–inches. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove depressions and irregularities. Roll sodded areas with a roller not exceeding 150 lbs. per foot of roller width.

PART 4 – MAINTENANCE, WARRANTY AND ACCEPTANCE

4.1 MAINTENANCE

A. Maintain grassed surfaces until final acceptance.

B. Maintenance shall consist of providing protection against traffic, watering to ensure uniform seed germination and to keep surface of soil damp, and repairing any areas damaged as a result of construction operations or erosion. Maintenance shall also include, but is not limited to, watering, weeding, cultivating, removal of dead material, lawn mowing, fertilizing, and other necessary operations.

C. The Contractor shall maintain all proposed plantings until the date of substantial completion issued by the Owner.

4.2 WARRANTY

A. All grassed areas shall be guaranteed by Contractor to be alive and healthy for a one–year period from date of substantial completion issued by the Owner. A final walk through with the Owner shall be conducted at end of warranty period to determine if any areas require replanting. At end of warranty period, sod shall show evidence of rooting to underlying soil and shall have no competitive weed growth from either the sod or from between sod joints.

B. Any grassed area which is dead or not showing satisfactory growth shall be replaced at Contractor's expense at the end of warranty period. All replacement shall be of original quality. Replacement required because of vandalism, excessive use, or other causes beyond the control of Contractor are not part of this contract.

4.3 ACCEPTANCE

A. Before acceptance of seeding performed for the establishment of permanent vegetation, Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in spring.

B. A minimum coverage of 80% density over 100% of the disturbed area is required for seeded areas before project acceptance. Sprig and sod areas shall have 95% coverage over 100% of the disturbed area prior project acceptance.

END OF SECTION

INDEX TO

SECTION 33 10 00SC – WATER UTILITIES

SECTION 33 10 00SC

WATER UTILITIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Piping

B. Valves

C. Fittings

D. Connect to Existing System

E. All necessary appurtenances to convey potable water from the existing system to the location shown on the plans.

1.2 RELATED SECTIONS

A. Section 31 00 00 – Earthwork

B. Section 31 10 00 – Site Clearing

C. Section 32 92 00 – Turf and Grasses

1.3 OPTIONS

A. The bid form and specifications describe several pipe materials. Owner will select the one to be used. Where manufacturers of material or equipment are named in the specifications, Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer as meeting specifications prior to ordering such equipment or materials.

1.4 REFERENCES (Latest Revision)

A. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

C. ANSI/AWWA C 153/A–21.53 – Ductile Iron Compact Fittings for Water Service.

D. ANSI/AWWA C 110/A21.10 – Ductile Iron and Gray Iron Fittings,

E. ANSI/AWWA C 150/A–21.50 – Thickness Design of Ductile Iron Pipe.

F. ANSI/AWWA C 151/A–21.51 – Ductile Iron Pipe, Centrifugally Cast, for Water, or other liquids.

G. ANSI/AWWA C 104/A–21.4 – Cement–Mortar Lining for Ductile Iron Pipe and Fittings for Water.

H. ASTM D 1784 – Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

I. ASTM D 2241 – Poly (Vinyl Chloride) (PVC) Pressure–Rated Pipe (SDR – Series).

J. ANSI/AWWA C 901 – Polyethylene (PE) Pressure Pipe and Tubing, 1/2 inch through 3–inches for Water Service.

K. ASTM D 2737 – Polyethylene (PE) Plastic Tubing.

L. ANSI/AWWA C 115/A21.15 – Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges.

M. ANSI/AWWA C 111/A21.11 – Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

N. ASTM D 3139 – Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

O. ANSI/AWWA C 900 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 inches through 12 inches, for Water Transmission and Distribution.

P. ANSI/AWWA C 500 – Metal–Seated Gate Valves for Water Supply Service.

Q. ANSI/AWWA C 509 – Resilient–Seated Gate Valves for Water Supply Service.

R. ANSI/AWWA C 502 – Dry–Barrel Fire Hydrants.

S. ANSI/AWWA C 800 – Underground Service Line Valves and Fittings.

T. ANSI/AWWA C 600 – Installation of Ductile Iron Water Mains and Their Appurtenances.

U. ANSI/AWWA C 605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

V. ASTM D 2774 – Underground Installation of Thermoplastic Pressure Piping.

W. ASTM D 6938 – In–Place Density and Water Content of Soil and Soil – Aggregate By Nuclear Methods (Shallow Depth).

X. ANSI/AWWA C 651 – Disinfecting Water Mains.

Y. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

Z. ANSI/AWWA C 504 – Rubber–Seated Butterfly Valves.

AA. ANSI B–18.2.2 – Square and Hex Bolts and Screws.

BB. ANSI B–18.2.2 – Square and Hex Nuts.

CC. ANSI/NSF Standard 61.

DD. ANSI/AWWA C200 – Steel Water Pipe – 6 inch (150 mm) and Larger.

EE. ASTM A 53 – Pipe, Steel, Black and Hot–Dipped, Zinc–Coated, Welded and Seamless.

FF. ANSI/AWWA C905 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14–inch through 48–inch (350 mm through 1,200 mm), for Water Transmission and Distribution.

GG. ANSI/AWWA C 512 – Air Release, Air/Vacuum, and Combination Valves for Waterworks Service.

HH. ANSI/AWWA C 515 – Reduced–Wall, Resilient–Seated Gate Valves for Water Supply Service.

II. ASTM A 139 – Electric–Fusion (Arc) – Welded Steel Pipe (NPS4 and Over).

1.5 QUALITY ASSURANCE

A. Materials – Contractor will furnish the Engineer and Owner a description of all material before ordering. Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.

B. Manufacturer – Material and equipment shall be standard products of a manufacturer who has manufactured them for a minimum of 2 years and who provides published data on quality and performance of the products.

C. Subcontractor – A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with its competence.

D. Design – If Contractor wishes to furnish devices, equipment, structures, and systems not designed by Engineer, these items shall be designed by either a Professional Engineer registered in the state of this project, or by someone Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before acceptance.

E. Testing Agencies – Soil testing shall be conducted by a testing laboratory which operates in accordance with ASTM D 3740 and E 329 latest revision and be acceptable to the Engineer prior to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests that are spot checked by an outside laboratory, and furnishes satisfactory certificates with name of entity making the test.

F. Hydrostatic tests on pipe shall be made by Contractor with equipment qualified by the Engineer. The Engineer or Project Representative reserves the right to

accept or reject testing equipment. Hydrostatic testing shall be conducted in the presence of Engineer or Project Representative and a representative of Water Supplier.

G. All pipe, fittings, packing, jointing materials, valves, and fire hydrants shall conform to Section C of the American Water Works Association (AWWA) Standards.

H. All materials and products which contact potable water must be third party certified as meeting the specifications of ANSI/NSF Standard 61.

1.6 REQUIREMENTS OF REGULATORY AGENCIES

A. Water mains shall be sterilized to meet requirements of the appropriate Health Department. Sterilization shall be in accordance with AWWA Standards C–651, latest revision.

B. Fire line sprinkler systems and dedicated fire lines shall be protected by an acceptable double check valve assembly. Water lines in high hazard categories shall be protected by an acceptable Reduced Pressure Zone (RPZ) Backflow Preventer.

C. Any pipe, solder, or flux which is used in the installation or repair of any public water system or in any plumbing in a residential or nonresidential facility which provides water, through connection to a public water system, for human consumption shall be lead free. Lead free is defined as not more than 0.2% lead with respect to solder and flux and not more than 8.0% lead with respect to pipes and pipe fittings. Leaded joints necessary for repair of cast iron pipes shall be exempt from the lead-free requirement.

D. No water pipe shall pass through or come in contact with any part of a sewer manhole. Water lines may come in contact with storm sewers or catch basins if there is no practical alternative, provided ductile iron is used, no joints of water line are within the storm sewer or catch basin, and joints are located as far as possible from storm sewer or catch basin.

E. Potable water lines shall not be laid less than 25 feet horizontally from any portion of a wastewater tile field or spray field, or shall be otherwise protected by a method acceptable to DHEC.

F. Where the minimum cover of 30 inches cannot be provided, pipe shall be steel, concrete, ductile iron, or other material and method acceptable to DHEC, and, when necessary, insulated to prevent freezing.

G. Air relief valves shall be provided in accordance with sound engineering practices at high points in water mains as required. Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur.

H. The open end of an air relief pipe from automatic valves or from a manually operated valve shall be extended to the top of pit and provided with a screened downward facing elbow.

I. Chambers, pits, or manholes containing valves, blow–off, meters, air release valves, or other such appurtenances to a distribution system, shall not be connected directly to any storm drain or sanitary sewer.

J. There shall be no connection between distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminated materials may be discharged or drawn into the system.

K. Asbestos cement pipe shall not be used in potable water system except in the repair of existing asbestos cement lines.

L. Thermoplastic pipe shall not be used above grade.

M. Steel pipe shall not be allowed in water systems unless specified as in AWWA C200 or ASTM A53.

N. Water mains shall be installed out of contaminated areas, unless using piping materials protecting the system (i.e., Ductile Iron Pipe with chemical resistant gaskets). Route lines out of contaminated areas if possible.

O. Cross Connection Control (Backflow Prevention Devices):

1. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminated materials may be discharged or drawn into the system.

2. No–by–passes shall be allowed, unless the bypass is also equipped with an equal, acceptable backflow prevention device.

3. Reduced pressure principal backflow prevention assemblies shall not be installed in any area location subject to possible flooding. This includes pits or vaults not provided with a gravity drain to the ground's surface capable of exceeding discharge rate of relief valve. Generally, if installed in a pit, drain line shall be 2 times the size of line entering backflow prevention device. The drain cannot empty into any type of ditch, storm drain, or sewer, which could flood water back into pit.

4. All piping up to inlet of the backflow prevention device must be suitable for potable water. The pipe must be AWWA or NSF approved. Black steel pipe cannot be used on inlet side of the device.

1.7 PRODUCT DELIVERY, STORAGE & HANDLING

A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. Contractor shall repair any damage caused by the storage. Material shall be examined before installation and neither damaged nor deteriorated material shall be used in the work.

1.8 SEQUENCING AND SCHEDULING

A. Contractor shall arrange work so sections of mains between valves are tested, sterilized, pavement replaced, and the section placed in service as soon as reasonable after installation.

1.9 ALTERNATIVES

A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternative material, equipment or procedures will improve the results at no additional cost, Engineer and Owner will examine suggestion, and if it is accepted, it may be used. The basis upon which acceptance of an alternative will be given is its value to the Owner, and not for Contractor's convenience.

1.10 GUARANTEE

A. Contractor shall guarantee the quality of materials, equipment, and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.11 EXISTING UTILITIES

A. All known utility facilities are shown schematically on plans, and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on plans will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated, or newly installed position. Contractor will be held responsible for the cost of repairs to damaged underground facilities; even when such facilities are not shown on plans

B. The Contractor shall call for underground utility locations before starting work. Underground utilities location service can be contacted at 811 or 1–888–721–7877.

1.12 CONNECT NEW MAIN TO EXISTING SYSTEM

A. Contractor shall furnish necessary pipe and perform all excavation, dewatering, shoring, backfilling, etc., necessary to make the connection of a new main to existing water system. Contractor shall contact the Superintendent of Water Utility a minimum of 48 hours in advance of construction. Contractor shall be responsible for coordinating construction with the utility operator.

1.13 DAMAGE TO EXISTING WATER SYSTEM

A. Damage to any part of the existing water system by Contractor or Subcontractors, repaired by Utility Owner's forces, shall be charged to Contractor on basis of time and material, plus 30% for overhead and administration.

1.14 MEASUREMENT AND PAYMENT

A. Measurement – The length of mains, and branch lines to be paid for will be determined by measurement along the centerline of the various sizes and types of pipe actually furnished and installed, from the center of fitting, and from the center of the main to the end of the branch connection. No deduction will be made for the space occupied by valves and fittings.

B. Payment –

1. Pipe – Payment will be made at the contract unit price per linear foot for the various types and sizes of pipe that are actually placed, as shown on the plans, or as directed by the Engineer. Excavation, installation, backfill, compaction, testing, metal detector tape, tracing wire, and all other incidentals to installation of the mains shall be considered as subsidiary obligations of the Contractor for the completion of the line in place.

2. Fittings – Fittings for iron and plastic pipe in the distribution system will be paid for on the basis of the unit price per pound of ductile iron fittings at the weights listed in AWWA Specification C–153 for mechanical joint compact fittings. (Excluding Accessories.) No distinction will be made between the weight of compact ductile iron, cast iron or ductile iron fittings, unless the fittings used are not manufactured as compact fittings. Fittings not manufactured as compact fittings will be paid for on the basis of the unit price per pound of ductile iron fittings at the weights listed in AWWA C–110. P.V.C. fittings used for P.V.C. pipe, at the Contractor's option, will be considered a subsidiary obligation to the pipe and will not be measured for separate payment. Payment for P.V.C. fittings shall be included in the unit price per foot for P.V.C. The adapters necessary to connect to valves shall be considered a part of the line in which they are installed.

3. Valves – Payment will be made at the contract unit price for each size. Payment will include furnishing and installing the valve, valve boxes, extensions, or manholes.

4. Fire Hydrants – Payment will be made at the contract unit price. Payment will include the cost of furnishing, installing and connecting the hydrant, gravel sump, restrained joints, and backfilling. The 6 inch pipe from the main line to the hydrant will be paid for as 6 inch pipe. Gate valve and valve box will be paid for separately.

5. Cleaning and Disinfecting – No separate payment will be made for cleaning and disinfecting. Cleaning and disinfecting piping in the distribution system will be included in the lump sum and unit prices for the appropriate items.

6. House Service Connections – Payment will be made at the contract unit price. Payment will include the cost of furnishing and installing the tapping saddle, corporation stop, curb stop and marking stake at the

property line. The service pipe will be paid for at the contract unit price for each size specified.

7. Grassing – There will be no separate measurement or payment. Grassing shall be considered as a subsidiary obligation of the Contractor in the restoration of disturbed areas.

8. Metal Detector Tape – No separate payment will be made for tape. The cost of furnishing and placing metal detector tape shall be included in the contract unit price for installing pipe.

9. Connections to Existing Mains – Payment will be made at the contract unit price for each type connection and will include all equipment, labor, and materials required to locate, excavate, cut, connect, backfill, and compact.

10. Tapping Sleeves and Crosses – Payment will be made at the contract unit price. Payment will include all labor, materials, and equipment necessary to locate, excavate, furnish, and install the sleeve or cross, valve, valve boxes or manholes, tap the existing main, backfilling and compaction.

11. Remove and Replace Existing Pavement – Payment will be made on a square yard basis, and constructed in accordance with the detail shown.

12. Flush Valves – Payment will be made at the contract unit price. Payment will include furnishing and installing the ball valve, riser pipe and cap, valve or meter box, and the concrete collar.

13. Tracing Wire – No separate payment will be made for wire. The cost of furnishing and placing location wire shall be included in the contract unit price for installing pipe.

14. Restrained Joints – Payment will be made at the contract unit price for each size installed. Payment will include all labor, materials, and equipment necessary to furnish and install each restrained joint.

15. Air Release Valve in Manhole – Payment will be made at the contract unit price for each size. Payment will include furnishing and installing the air release valve, saddle, ball valve, manhole, frame, and cover.

16. Backflow Preventer Assembly – Payment will be made at the contract unit price for each size. Payment will include furnishing and installing the backflow preventer assembly, vault, cover, testing, and certification.

17. Casing – Payment will be made at the contract unit price per linear foot. Payment will include dewatering, excavation, providing steel pipe, installation, casing spacers, enclosure method, backfilling, compaction, testing, and all equipment, labor, and materials necessary to complete the work.

1.15 TESTING

A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).

B. In place density tests in accordance with ASTM D 6938.

C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer and Owner.

D. The testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours notice prior to taking any of the tests.

E. Testing Laboratory shall be selected by, engaged by and be the responsibility of the Owner. Testing Laboratory shall be responsible to the Owner and the Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except the Owner specifically reserves the right to deduct from the contractor's payment, the expense and charges of the Testing Laboratory when:

1. the contractor gives notice that his work is ready for inspection and testing, and the contractor fails to be ready for the test, and/or

2. the test of the contractor work products or materials fail, and retesting is required, and/or

3. the contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.

F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

Products and materials used in the work shall conform to the following:

2.1 GENERAL REQUIREMENTS

A. All material or products that come into contact with drinking water shall be third party certified as meeting the specifications of the American National Institute/National Sanitation Foundation Standard 61, Drinking Water System Components – Health Effects. The American National Standards Institute shall accredit the certifying party.

B. All pipe, fittings, packing, jointing materials, valves, and fire hydrants shall conform to Section C of the AWWA Standards.

2.2 PIPE

A. Ductile Iron Pipe – Shall conform to ANSI A–21.50 (AWWA C–150) and ANSI A–21.51 (AWWA C–151). All pipe shall be Pressure Class 350 unless otherwise noted. It shall be cement lined in accordance with ANSI A–21.4 (AWWA C–104).

B. P.V.C. – All pipe shall be blue in color with factory marked homing lines. Pipe 4 inches through 12 inches shall conform to all requirements of AWWA C–900, DR 18, pressure class of 235 p.s.i. and shall have the following minimum wall thickness:

4 inches	0.267 inches
6 inches	0.383 inches
8 inches	0.503 inches
10 inches	0.617 inches
12 inches	0.733 inches

Pipe 14 inches through 18 inches in diameter shall conform to all the requirements of AWWA C 905, DR 18, pressure rating of 235 p.s.i.

Pipe with diameter less than 4 inches shall conform to all requirements of ASTM D–1784 and D–2241 (SDR 21). The pipe shall have a minimum pressure rating of 200 p.s.i. Certificates of conformance with the foregoing specifications shall be furnished with each lot of pipe supplied. All P.V.C. pipe shall bear the National Sanitation Foundation Seal of Approval.

C. Plastic Tubing – Tubing for service lines shall be:

Polyethylene Tubing: CTS PE 3408 conforming to all requirements of AWWA C–901 and ASTM D–2737 (SDR9). The tubing shall be copper tubing size and rated for a minimum working pressure of 200 p.s.i. Marking on the tubing shall include: nominal tubing pipe size; type of tubing material – PE 3408; SDR 9; pressure rating – 200 p.s.i.; ASTM D–2737; manufacturer's name and seal of the National Sanitation Foundation.

2.3 JOINTS

A. Flanged Joints – Shall conform to ANSI A–21.15 (AWWA C–115). Bolts shall conform to ANSI B–18.2.1 and nuts shall conform to ANSI B–18.2.2. Gaskets shall be rubber, either ring or full face, and shall be 1/8 inch thick. Gaskets shall conform to the dimensions recommended by AWWA C–115 latest revision.

B. Mechanical Joints – In ductile iron pipe shall conform to ANSI A–21.11 (AWWA C–111).

C. Push–On–Joints – In ductile iron pipes shall conform to ANSI A–21.11 (AWWA C–111).

D. Plastic Pipe – Joints in plastic pipe 4 inches and larger shall meet all requirements of AWWA C–900. Joints in plastic pipe 14 inches through 18 inches shall meet all

requirements of AWWA C905. Joints in plastic pipe with a diameter less than 4 inches shall conform to ASTM D–3139.

E. Restrained Joints – Restrained joints for pipe, valves and fittings shall be mechanical joints with ductile iron retainer glands equivalent to "Megalug" or push–on type joints equivalent to "Lok–Ring," "TR Flex," or "Super Lock" and shall have a minimum rated working pressure of 250 p.s.i. for ductile iron pipe and 100 p.s.i. with a minimum safety factor of 2:1 for PVC pipe. The joints shall be in accordance with the applicable portions of AWWA C–111. The manufacturer of the joints shall furnish certification, witnessed by an independent laboratory, that the joints furnished have been tested without signs of leakage or failure. Restrained joints shall be capable of being deflected after assembly.

F. Natural rubber or other material which will support microbiological growth may not be used for any gaskets, o–rings, and other products used for jointing pipes, setting meters and valves or other appurtenances which will expose such material to water.

2.4 FITTINGS

A. Fittings for Ductile Iron or Plastic Pipe – Shall be ductile iron, manufactured in accordance with ANSI A–21.53 (AWWA C–153). They shall be cement lined in accordance with ANSI A–21.4 (AWWA C–104). Fittings shall be designed to accommodate the type of pipe used.

B. Fittings for Flanged Pipe – Shall be manufactured in accordance with ANSI A–21.10 (AWWA C–110), Class 125 flanges.

C. Fittings for Plastic Pipe – Less than 4 inches shall be PVC with ring tite rubber joints conforming to ASTM D–3139.

2.5 GATE VALVES

A. Two Inches and Larger – Shall be cast iron or ductile iron body, bronze mounted, double disc or resilient wedge design, with non–rising stems, conforming to AWWA C–500, C–509, or C–515. Valves shall have a working pressure of 200 p.s.i. and be tested at 400 p.s.i.

Valves shall be furnished with "O" ring packing. Two "O" rings shall be located above the thrust collar and one "O" ring below. The thrust collar shall be permanently lubricated and have an anti–friction washer on top of the thrust collar.

Valves installed in pits or above ground shall be furnished with hand wheels. Buried valves shall be furnished with square operating nuts.

B. Smaller than 2 Inches – Shall be all brass, ball valve type. The pressure rating shall be 175 p.s.i.

C. Valve Boxes – Underground valves shall be installed in acceptable valve boxes. The valve boxes shall have a suitable base which does not damage the pipe, and shaft extension sections to cover and protect the valve and permit easy

access and operation. The box, cover, and any extensions needed shall be cast or ductile iron having a crushing strength of 1,500 pounds per linear foot. Valve boxes shall conform to the detail shown.

D. Valve Manholes –

1. Masonry – Shall be new whole brick of good quality laid in masonry mortar or cement mortar made of 1 part Portland cement and 2 parts clean sharp sand. Every brick shall be fully bedded in mortar. Manholes shall conform to the locations and details shown on the plans.

2. Precast Concrete – Shall be reinforced concrete constructed in accordance with ASTM C 478 and the details shown on the plans "Precast Concrete Manholes." The joints shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O–Ring or equivalent to Type A or B "Tylox" conforming to ASTM C 443. Mastic shall be equivalent to "Ram–nek" with primer. The primer shall be applied to all contact surfaces of the manhole joint at the factory in accordance with the manufacturer's instructions.

3. Frames and Covers – Shall conform to the details shown.

E. Flush valves – Shall conform to the details shown.

2.6 BUTTERFLY VALVES

A. All butterfly valves shall be of the tight–closing, rubber seated type, with rubber seat positively locking in place sealing against flow from either direction. No metal–to–metal seating surfaces will be permitted. Valves shall be bubble–tight at rated pressures with flow in either direction. Butterfly valves shall conform to ANSI/AWWA C504, Class 150B. Butterfly valves shall not be used on pipe smaller than 14–inches unless otherwise specified.

1. Valve body end connections for buried valves shall be installed using restrained joints equivalent to those manufactured by EBAA Iron, Inc.

2. Valve shafts shall be stainless steel and may consist of a one–piece unit or may be the "Stub Shaft" type. A stub shaft comprises two separate shafts inserted into the valve disc hubs. Each stub shaft shall be inserted into the valve disc hubs for a distance of at least 1 ½ shaft diameters.

3. Valve discs shall be solid ductile iron with an epoxy coating making it corrosion resistant. The thickness of the discs shall not exceed 2 ¼ times the shaft diameter.

4. Valve seats shall be natural or synthetic rubber providing 360 degrees uninterrupted seating. The resilient seat shall be adjustable or replaceable in the field without burning or grinding. The seat shall be molded over a stainless steel ring for support and secured to the disc by corrosion resistant, self-locking stainless steel screws.

5. All internal ferrous metal surfaces in the waterway shall be factory coated with a non–toxic, to–component, holiday–free, thermosetting epoxy to a nominal thickness of 4 mils.

6. All butterfly valves shall be manually operated. Operators shall be of the traveling nut, self–locking type and shall be designed to hold the valve in any intermediate position without creeping or fluttering. Operators shall be furnished with externally adjustable mechanical stop limiting devices. Valves shall have a 2 inch square operating nut and shall be installed with extension stem to extend the operating nut in accordance with the project details. The operator shall be integrally mounted on the valve mounting flange and shall have a gearing totally enclosed for buried service. Maximum force for operating nut shall be 40 pounds.

B. Valve Boxes – Underground valves shall be installed in approved valve boxes. The valve boxes shall have a suitable base that does not damage the pipe, and shaft extension sections to cover and protect the valve and permit easy access and operation. The cover, box, and any extensions needed shall be cast or ductile iron having a crushing strength of 1,500 pounds per linear foot. Valve boxes shall conform to the detail shown.

C. Valve Manholes –

1. Masonry – Shall be new whole brick of good quality laid in masonry mortar or cement made of one part Portland cement and two parts clean sharp sand. Every brick shall be fully bedded in mortar. Manholes shall conform to the locations and details shown on the plans.

2. Precast Concrete – Shall be reinforced concrete constructed in accordance with ASTM C 478 and the details shown on the plans "Precast Concrete Manholes." The joints shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O–Ring or equivalent to Type A or B "Tylox" conforming to ASTM C 443. Mastic shall be equivalent to "Ram–nek" with primer. The primer shall be applied to all contact surfaces of the manhole joint at the factory in accordance with the manufacturer's instructions.

2.7 AIR RELEASE, AIR/VACUUM AND COMBINATION AIR VALVES

A. Shall be designed for water service with a minimum working pressure of 100 p.s.i. The valve shall be constructed of a cast iron body, stainless steel or bronze trim, and stainless steel float. The inlet shall be 2 inches, 5/16 inch orifice, and a minimum venting capacity of 35 c.f.f.a.m. It shall conform to the detail shown on the drawings. Valves shall conform to AWWA C 512 and equivalent to Crispin or Valmatic.

2.8 FIRE HYDRANTS

A. General – Hydrants shall be manufacturer's current model design and construction. All units to be complete including joint assemblies. Physical characteristics and compositions of various metal used in the hydrant components shall meet the requirements as specified in AWWA C–502 latest revision. Hydrants shall be suitable for working pressure of 150 p.s.i.

B. Bonnet – Bonnet may have oil filled or dry reservoir. If oil filled, bonnet must have "O" ring packing so all operating parts are enclosed in a sealed oil bath. Oil filler plug shall be provided in bonnet to permit checking of oil level and adding oil when required. If dry type, hydrant top must have lubricating hole or nut for ease of lubrication. All parts must be removed through top of hydrant without moving entire barrel section from safety flange.

C. Nozzles and Caps – The hydrant shall have 2 ½ inch connections and 4 ½ inch steamer connection, National standard threads. Nozzles shall be bronze and have interlocking lugs to prevent blowout. [Nozzle caps shall be secured to fire hydrant with non–kinking type chain with chain loop on cap ends to permit free turning of caps.]

D. Seat Ring – Seat ring shall be bronze.

E. Drain Valves and Openings – Positive operating drain valves shall be provided to assure drainage of fire hydrant when the main valve is closed. Drain openings shall have bronze bushings.

F. Main Valve – Valve shall be designed to close with the pressure and remain closed. Valve shall be made from material resisting damage from rocks or other foreign matter. Valve shall have a full 5 ¼ –inch opening.

G. Barrel and Safety Flanges – Hydrants shall have a safety–type vertical barrel with 3–1/2 foot bury and be designed with safety flanges and/or bolts to protect the barrel and stem from damage and to eliminate flooding when hydrant is struck. Bury depth shall be cast on barrel of hydrant.

H. Operating Stop and Nut – Hydrant shall have a positive stop feature to permit opening of hydrant without over travel of stem. Operating nut shall be bronze, 1–1/2–inch, point to flat, pentagon.

I. Bolts and Nuts – Bolts, washers and nuts shall be corrosion resistant.

J. Inlet – Bottom inlet of hydrant shall be provided with mechanical joint connection as specified and shall be 6 inch nominal diameter.

K. Direction of Opening – Hydrant shall be designed to close "right" or clockwise and open "left" or counter–clockwise.

L. Coatings – All inside and outside portions of hydrant shall be coated in accordance with AWWA C–502. The exterior portion of hydrant above ground level shall be painted with two coats of best grade zinc chromate primer paint and with two coats of approved hydrant enamel. Color shall be Factory Safety Yellow unless otherwise designated by Owner.

M. Joint Assemblies – Complete joint assemblies consisting of gland, gasket, bolts, and nut shall be furnished for mechanical joint inlets.

2.9 SERVICE CONNECTIONS

A. Taps in pipe larger than 3 inches shall be made with a tapping machine. A corporation stop shall be installed at the connection to the main. The corporation stop shall be brass manufactured in conformance with AWWA C–800. Inlet and outlet threads shall conform to AWWA C–800.

Corporation stops shall be 1 inch equivalent to Mueller H–15008 or B–25008 with a stainless steel stiffener. Service saddles shall have 1 inch AWWA taps, equal to Ford Styles 202B or S70. Contractor shall adhere to pipe manufacturer's recommendations on maximum tap sizes for each main size.

B. Taps for services in PVC pipe 3 inches and smaller shall be equivalent to Romac Industries Style 306 Saddle or a PVC Tee. The connection shall be capable of withstanding internal water pressure continuously at 150 p.s.i. House service lines will be 1–inch polyethylene tubing with a curb stop at the property line. The end of the service lateral at the property line shall be marked with a 2 x 4 stake, 36 inches long with the top 6 inches above the ground and painted blue. The depth of the pipe shall be marked on the back of the stake. Location of service line must appear on the "as–built" information and record drawings.

2.10 TAPPING SLEEVES

A. Shall be mechanical joint type sized to fit the intercepted pipe. They shall have duck–tipped end gaskets and shall be equal to Mueller H–615/715 with a tapping valve attached. The outlet end of the valve shall have a joint suitable for the type of pipe to be used in the new branch. Sleeve shall be sized to fit the intercepted pipe without leaking.

2.11 CURB STOPS

A. At the end of the service line, where the meter is to be installed, a 1 inch brass ball valve shall be installed. The unconnected end shall be closed inside I.P. thread. All ball valves shall be ¼ turn valves and the full open and closed position shall be controlled by check lugs. The pressure rating shall be 175 p.s.i. The ball valves shall be equivalent to Ford Ball Valve No. B41–444W.

2.12 BACKFLOW PREVENTER ASSEMBLY

A. Reduced Pressure – Shall consist of two independently operating check valves, one differential relief valve located between the two check valves, two resilient seat gate valves, and four properly placed resilient seated test cocks. Backflow preventer 2 inches and smaller shall have a bronze valve body. Backflow preventer greater than 2 inches shall be ductile iron or stainless steel. All internal

parts in the check and relief valves shall be made of series 300 stainless steel or polymer materials suitable for potable water and rated for 175 p.s.i. working pressure. The assembly shall be constructed so all internal parts can be serviced or removed while in line. Assembly must be factory assembled and tested. Backflow preventer shall be equivalent to Febco Model 860 or Ames Model 4000 SS.

B. Double Check – Shall consist of two independently operating check valves, two resilient seat gate valves, and four properly placed resilient seated test cocks. Backflow preventer 2 inches and smaller shall have a bronze valve body. Backflow preventer greater than 2 inches shall be ductile iron or stainless steel. All internal parts in the check valves shall be made of Series 300 stainless steel or polymer materials suitable for potable water and rated for 175 p.s.i. working pressure. The assembly shall be constructed so all internal parts can be serviced or removed while in line. Assembly must be factory assembled and tested. Backflow preventer shall be equivalent to Febco Model 805 YD or Ames Model 2000 SS.

2.13 CASING

A. Casing pipe shall be steel conforming to ASTM A 139, yield point of 35,000 p.s.i., of the diameter shown on the contract drawings for each crossing. The minimum wall thickness shall be 0.25 inches.

2.14 CASING SPACERS

A. Casing spacers shall be bolt on style with a shell made in two sections of a minimum 14 gauge T–304 Stainless Steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner. All nuts and bolts shall be T–304 Stainless Steel. Runners shall be made of Ultra High Molecular Weight Polymer with inherently high abrasion resistance and a low coefficient of friction. The combined height of supports and runners shall keep carrier pipe a minimum of 0.75 inches from casing pipe at all times. Casing Spacers shall be as manufactured by Cascade Waterworks Manufacturing Company, or accepted equivalent.

2.15 METAL DETECTOR TAPE

A. The tape shall consist of 0.35 mils thick solid foil core encased in a protective plastic jacket resistant to alkalis, acids, and other destructive elements found in the soil. The lamination bond shall be strong enough the layers cannot be separated by hand. Total composite thickness to be 5.0 mils. Foil core to be visible from unprinted side to ensure continuity. The tape shall have a minimum 3–inch width and a tensile strength of 35 lbs. per inch.

A continuous warning message indicating "potable water" repeated every 16 inches to 36 inches shall be imprinted on the tape surface. The tape shall contain an opaque color concentrate designating the color code appropriate to the line being buried (Water Systems – Safety Precaution Blue).

2.16 TRACING WIRE

A. Tracing wire shall be # 12 gauge insulated single strand copper wire.

2.17 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. The Engineer will review all products before they are ordered.

PART 3 – EXECUTION

3.1 ON–SITE OBSERVATION

A. Owner's Representative or Engineer shall have the right to require any portion of work be completed in their presence. If any work is covered up after such instruction, it shall be exposed by the Contractor for observation. However, if Contractor notifies Engineer such work is scheduled, and Engineer fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. Improper work shall be reconstructed. All materials which do not conform to requirements of specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Project Engineer or Project Representative a minimum of 48–hours notice for all required observations or tests.

It will also be required of Contractor to keep accurate, legible records of the location of all water lines, service laterals, valves, fittings, and appurtenances. These records will be prepared in accordance with the paragraph on "Record Data" in Special Conditions. Final payment to the Contractor will be withheld until all such information is received and accepted.

3.2 INSTALLATION

A. Ductile iron pipe shall be laid in accordance with AWWA C–600; Plastic pipe shall be laid in accordance with AWWA C 605, ASTM D 2774, UNI–Bell UNI–B 3 and the pipe manufacturer's recommendations. The standards are supplemented as follows:

1. Depth of Pipe – Contractor shall perform excavation of whatever substances are encountered to a depth providing a minimum cover over top of pipe of 36 inches from the existing or proposed finished grade, unless pipe material is steel, concrete, ductile iron, or other accepted material, and if exposed, should be insulated to prevent freezing.

2. Alignment and Grade – Water mains shall be laid and maintained to lines and grades established by the plans and specifications, with fittings, valves, and hydrants at required locations unless otherwise accepted by Owner. Valve–operating stems shall be oriented in a manner to allow proper operation. Hydrants shall be installed plumb.

a. Prior Investigation – Prior to excavation, investigation shall be made to the extent necessary to determine location of existing underground structures, utilities, and conflicts. Care shall be exercised by the Contractor during excavation to avoid damage to existing structures and utilities. Pipe manufacturer's recommendations shall be used when the watermain being installed is adjacent to a facility cathodically protected.

b. Unforeseen Obstructions – When obstructions not shown on plans are encountered during progress of work and interfere so an alteration of the plans is required, Owner will alter plans, or order a deviation in line and grade, or arrange for removal, relocation, or reconstruction of obstructions.

c. Clearance – When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the acceptance of Engineer, to provide clearance as required by federal, state, and local regulations or as deemed necessary by Engineer to prevent future damage or contamination.

3. Trench Construction – The trench shall be excavated to alignment, depth, and width specified or shown on plans and shall be in conformance with all federal, state, and local regulations for protection of workers.

4. Joint Restraint – All hydrants, bends, plugs, valves, caps and tees on 2 inch pipe and larger, shall be provided with stainless steel tie rods or joint restraints equivalent to Megalugs. Additional restraint shall be as indicated on the drawings.

5. Anchorage for Hydrants – A concrete block 1 foot x 1 foot x 2 feet shall be poured between back of hydrant and undisturbed earth of the trench side without covering weep holes and bolts. Joint restraints equivalent to Megalugs manufactured by EBAA Iron may be used in lieu of concrete blocking.

6. Hydrostatic and Leakage Tests – Ductile iron pipe shall be tested in accordance with AWWA Standard C 600, Section 5.2 – Hydrostatic Testing. Allowable leakage shall not exceed the formula $L = SDP^{1/2}/148{,}000$, in which L is allowable leakage in gallons per hour; S is length of pipe in feet tested; D is nominal diameter of pipe in inches; and P is average test pressure during leakage test in pounds per square inch gauge. Test shall be conducted for at least 2 hours and a pressure of 150 p.s.i. shall be maintained during the test. Fire lines shall be tested at 225 p.s.i. for the same duration.

   P.V.C. pipe shall be tested in accordance with AWWA Standard C 605, Section 7.3 – Hydrostatic Testing. Allowable leakage shall not exceed formula $Q = LDP^{1/2}/148{,}000$, in which Q is allowable leakage in gallons per hour; L is length of pipe in feet tested; D is nominal diameter of the pipe in inches; and P is average test pressure during leakage test in pounds per square inch gauge. Test shall be conducted for at least 2 hours and a

pressure of 150 p.s.i. shall be maintained during the test. Fire lines shall be tested at 225 p.s.i. for the same duration.

Should any test of pipe laid disclose leakage greater than the above specified, Contractor shall, at its own expense, locate and repair defective joints until leakage is within specified allowance. Contractor is responsible for notifying the Engineer 48 hours (minimum) prior to applying pressure for testing. Pressure test will be witnessed by Engineer or Project Representative. All visible leaks shall be repaired regardless of the leakage amount.

7. Bedding, Backfilling, and Compaction – Continuous and uniform bedding shall be provided for all buried pipe. All trenches and excavation shall be backfilled immediately after pipes are laid therein, unless other protection of the pipe line is directed. The backfilling material shall be selected and deposited with special reference to future safety of the pipes. The material shall be completely void of rocks, stones, bricks, roots, sticks, or any other debris causing damage to pipe and tubing or preventing proper compaction of backfill. Except where special methods of bedding and tamping are provided for, clean earth or sand shall be solidly tamped about pipe up to a level at least 2 feet above top of pipes, and shall be carefully deposited to uniform layers, each layer solidly tamped or rammed with proper tools to not injure or disturb the pipeline. The remainder of trench backfilling shall be carried on simultaneously on both sides of pipe in such manner preventing injurious side pressure. Material used shall be selected from excavations anywhere on site if any of the soil is suitable. Stones, other than crushed bedding, shall not come in contact with the pipe and shall not be within 6 inches of any pipe.

   Under traffic areas, the top 24 inches of backfill material shall be compacted to a density of not less than 98% of maximum laboratory density at optimum moisture as determined by ASTM D 6938. Below the 24 inch line, and including area around pipe, density shall not be less than 95% of maximum laboratory density, at optimum moisture. In areas other than traffic areas, the backfill shall be compacted to 90% of maximum laboratory density at optimum moisture.

   Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the ground surface. Backfilling shall be carefully performed, and the original surface restored to full satisfaction of Engineer immediately after installation.

   Where thermoplastic (PVC) pipe is installed, Contractor shall take precautions, in accordance with ASTM D–2774, during backfilling operations, not to create excessive side pressures, or horizontal or vertical deflection of the pipe, nor impair flow capacity.

8. New Service Connections – Contractor shall tap the main and install a service connection to each vacant lot or as directed by Engineer in accordance with detail shown on plans for Water Service Connections. Plastic tubing for service lines shall be installed in a manner preventing

abrupt changes or bends in any direction. Contractor shall exercise extreme caution to prevent crimping of the tubing during handling, storage, and installation. Tubing shall have an absolute positive connection to the water main to prevent leakage. Taps shall be made perpendicular to the main. A water service connection shall be marked on the curb with a "W." The mark shall be made with a branding iron on vertical face of curb and shall be a minimum of 1/4–inch in depth.

9. Detection Tape – Detection tape will be used over all pipe and tubing. The tape shall be laid 18 inches below finished grade.

10. Tracing Wire – Tracing wire will be installed on all water mains and water service laterals directly on top of the water line. The wire shall be secured to the pipe with tape or other acceptable methods at spacings of no more than 36 inches apart. Where water service laterals connect to water mains, the wire insulation shall be stripped so bare wires can and shall be jointed securely together and wrapped with a rubberized insulation tape. The insulated wire must maintain electrical continuity. The tracing wire shall also be stubbed up into each valve box and at each fire hydrant. Stub up connections shall be stripped, joined and wrapped as previously described for water service laterals. This tracing wire system shall be checked and tested by Contractor, in the presence of Engineer or water department, prior to acceptance of water main installation. All equipment, meters, detectors, etc., needed for testing shall be furnished by the Contractor.

11. Jacking and Boring – Steel casing of diameter shown on the plans shall be jacked and bored in location indicated. Joints between sections of the steel casing shall be of a continuous weld made by a certified welder. Jacking and boring shall be in accordance with the State Department of Transportation Standard Specifications. Carrier pipe shall be installed as shown on the detail. After carrier pipe has been installed, ends of the casing shall be sealed using a rubber enclosure and stainless steel straps or brick and mortar.

    Where work involves a highway, Resident Engineer of the State Department of Transportation shall be notified 3 days before crossing is started. Where the work involves a railroad, installation shall conform to requirements of AREA specifications. Division Superintendent of the Railroad shall be notified 3 days prior to beginning work. Before commencing work within right–of–way of railroads or highways, Contractor shall verify the Owner has obtained required permits.

12. Lubricants – Lubricate pipe before jointing per manufacturer's recommendations using acceptable lubricants. Lubricants that will support microbiological growth shall not be used. Vegetable shortening shall not be used to lubricate joints.

13. Hydrant drains shall not be connected to or located within 10–feet of sanitary sewers. No flushing device shall be directly connected to any sewer.

14. Pipe for above water crossings shall be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement.

15. Underwater line crossings shall have a minimum 2 feet of cover over the pipe. When crossing water courses greater than fifteen 15 feet in width, the following shall be provided:

    a. The pipe material and joints shall be designed appropriately.

    b. Valves shall be located on both sides of crossing so the section can be isolated for testing or repair. Valves shall be easily accessible and not subject to flooding.

    c. A blow–off shall be provided on the side opposite the supply, sized in accordance with State Drinking Regulation Section R.61–58.4(D)(7). Direct blow–off away from streams, over ground.

    d. Provide ductile iron pipe with mechanical joints for any lines installed in rock.

3.3 AIR RELEASE, AIR/VACUUM AND COMBINATION AIR VALVES

A. Valves shall be installed in locations as shown on the contract drawings. The Contractor shall verify high points in the water line and notify Engineer of differing conditions from the drawings.

B. Valves shall be opened during initial filling of the water main. Valves shall be closed during hydrostatic testing. Once tested and the system is accepted for operation, valves shall be opened when water lines are put on line.

3.4 CONNECTIONS OF WATER MAINS

A. Any physical connection of untested water mains with existing water mains is prohibited except when acceptable backflow prevention devices have been installed and checked by Engineer or Engineer's Representative.

1. Any new water main to be tested must be capped and restrained with retaining glands or thrust blocks to prevent blow out or leakage during the pressure testing.

2. Water for filling or flushing a new water main will be obtained through a Temporary Jumper Connection to the existing main. Appropriate taps of sufficient size must be made at the end of new system to allow air to escape during filling sequence.

3. This physical tie–in with the existing system must be physically disconnected after sufficient water for hydrostatic testing and disinfection has been obtained.

4. Once the new water system has demonstrated adequate hydrostatic testing and has been flushed and chlorinated in accordance with

paragraph 3.5, the new system or main will then be subjected to bacteriological testing.

5. Permanent connection to the new system must be made with clean materials. The connection may be made with either solid or split ductile iron sleeves. Any connection with stainless steel or similar metal full circle clamps is prohibited. Once connection has been made, the new system must be flushed using water from existing system to insure adequate flow and velocity into new water system.

3.5 DISINFECTION

A. After hydrostatic and leakage tests, have been completed, water pipes shall be disinfected in accordance with AWWA C 651 and Regulations of the local Health Department.

All new mains shall be thoroughly flushed then chlorinated with not less than fifty parts per million (50 ppm) of available chlorine. Chlorine gas or 70% high–test calcium hypochlorite can be used. Water from existing distribution system or other source of supply should be controlled to flow slowly into the newly laid pipeline during application of chlorine. The solution shall be retained in pipeline for not less than 24 hours and a chlorine residual of 25 ppm shall be available at this time. Then system shall be flushed with potable water and the sampling program started. Prior to sampling, the chlorine residual must be reduced to normal system residual levels or be non–detectable in those systems not chlorinating. Normal system residual should be between 0.2 and 0.8 ppm. The chlorine residual shall be measured and reported. If the membrane filter method of analysis is used for coliform analysis, non–coliform growth must also be reported. If non–coliform growth is greater than eighty colonies per one hundred milliliters, the sample result is invalid and must be repeated.

A minimum of two samples from each sampling site shall be collected for total coliform analysis. The number of sites depends on amount of new construction, but must include all dead end lines, be representative of water in newly constructed mains, and shall be collected a minimum of every 1,200 linear feet. Each set of samples shall be taken at least 24 hours apart after disinfection and tested by a State approved lab and shall indicate bacteriological satisfactory water. Contractor shall submit results to the Engineer.

3.6 PARTIAL ACCEPTANCE OF THE WORK

A. Owner reserves right to accept and use any portion of the work. Engineer shall have power to direct on what line Contractor shall work and the order thereof.

3.7 GRASSING

A. Grassing of areas disturbed during construction shall be in accordance with the Section 32 92 00 "Turf and Grasses."

3.8 SEPARATION BETWEEN WATER AND SANITARY SEWER OR FORCE MAIN

A. Water mains shall be laid at least 10 feet horizontally from any existing or proposed sanitary sewer or force main. Deviation may be allowed for installation

of the water main closer to a sanitary sewer or force main, provided water main is laid in a separate trench, where bottom of water main is at least 18–inches above top of sanitary sewer or force main. Water mains crossing sanitary sewers or force mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of water main and top of sanitary sewer or force main line; both water and sanitary sewer or force main lines must be ductile iron when laid in violation of separation requirements. At all water and sanitary sewer or force main crossings, one full length of water pipe shall be located so both joints will be as far from the sanitary sewer or force main as possible.

B. When it is impossible to obtain distances specified in Section R.61–58.4(D)(12)(a) and (b) of the State Primary Drinking Water Regulations, an alternate, SCDHEC accepted design may be allowed. The alternate design must:

1. maximize distances between the water main and sewer line and joints of each;

2. use materials which meet requirements cited in Section R.61–58.4(D)(1) of the State Primary Drinking Water Regulations for sewer line; and

3. Allow enough distance to make repairs to one of the lines without damaging other.

3.9 REMOVE AND REPLACE PAVEMENT

A. Pavement shall only be removed after prior written authorization by the Owner. Pavement removed and replaced shall be constructed in accordance with latest specifications of the State Department of Transportation. Traffic shall be maintained and controlled per State Department of Transportation regulations.

Edges of the pavement shall be cut to a neat straight line with a masonry saw. Backfill shall be compacted and tested and a concrete base course of 5,000 p.s.i. placed on compacted fill as shown in the details. The concrete base shall be placed within 24 hours after water line is installed. A temporary wearing surface may be used provided it presents a smooth surface. The final wearing surface shall be 1–1/2 inches asphaltic concrete, Type C.

3.10 FIELD QUALITY CONTROL

A. Soil and density tests shall be made by a testing laboratory acceptable to Engineer. Laboratory tests of the soil shall be made in accordance with ASTM D 1557. In–place density tests shall be made in accordance with ASTM D 6938. Results of tests shall be furnished to the Engineer.

The minimum number of tests required shall be:

Backfill over pipe
in traffic areas. . . . . 1 per 100 linear feet or less for each 4 feet of depth or portion thereof.

Backfill over pipe
in non–traffic areas. . . . .1 per 500 linear feet or less for each 4 feet of depth or portion thereof.

The minimum percent of backfill compaction, in accordance to ASTM D1557, shall be the following:

In traffic Areas. . . . . 98% of maximum laboratory density.

In non–traffic Areas. . .90% of maximum laboratory density, unless otherwise accepted by the Engineer.

END OF SECTION

INDEX TO

SECTION 33 40 00 – STORM DRAINAGE UTILITIES

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Construction of pipes, drainage inlets, manholes, headwalls, and various drainage structures.

1.2 RELATED SECTIONS

A. Section 03 00 00 –Concrete

B. Section 33 30 00 – Sanitary Sewerage Utilities

1.3 OPTIONS

A. The bid form and specifications describe several pipe materials. Owner will select the one to be used. Where manufacturers of material or equipment are named in the specifications, Contractor may use equipment or materials of other manufacturers provided they are reviewed and accepted by Engineer as equivalent to those specified.

1.4 REFERENCES (Latest Revision)

A. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.

C. ASTM C 76 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

D. ASTM C 443 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

E. ASTM B 745/B 745M – Corrugated Aluminum Pipe for Sewers and Drains.

F. ASTM D 1056 – Flexible Cellular Materials – Sponge or Expanded Rubber.

G. ASTM F 2306/F 2306M – 12 to 60–Inch (300 to 1,500 mm) Annular Corrugated Profile–Wall Polyethylene (PE) Pipe and Fittings for Gravity–Flow Storm Sewer and Subsurface Drainage Applications.

H. ASTM D 1751 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non–extruding and Resilient Bituminous Types).

I. ASTM D 1752 – Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

J. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

K. ASTM C 150 – Portland Cement.

L. ASTM C 144 – Aggregate for Masonry Mortar.

M. ASTM C 207 – Hydrated Lime for Masonry Purposes.

N. ASTM C 62 – Building Brick (Solid Masonry Units Made From Clay or Shale).

O. ASTM C 55 – Concrete Brick.

P. ASTM C 478 – Precast Reinforced Concrete Manhole Sections.

Q. ASTM C 1433 – Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers.

R. ASTM D 1557 – Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

S. ASTM D 6938 – In Place Density and Water Content of Soil and Soil–Aggregate by Nuclear Methods (Shallow Depth).

T. ASTM F 405 – Corrugated Polyethylene (PE) Tubing and Fittings.

U. ASTM C 913 – Precast Concrete Water and Wastewater Structures.

V. ASTM D 3212 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

W. ASTM F 477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

X. AASHTO M 294 – Corrugated Polyethylene Pipe, 300 to 1500–mm Diameter.

Y. ASTM F667 – Large Diameter Corrugated Polyethylene Pipe and Fittings.

1.5 QUALITY ASSURANCE

A. Material Review – Contractor will furnish the Engineer and Owner a description of all material before ordering. Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.

B. Manufacturer – Material and equipment shall be standard products of a manufacturer who has manufactured them for a minimum of 2 years and provides published data on their quality and performance.

C. Subcontractor – A subcontractor for any part of the work must have experience on similar work, and if required, furnish Engineer with a list of projects and Owners or Engineers who are familiar with their competence.

D. Design – Devices, equipment, structures and systems not designed by Engineer and Contractor wishes to furnish, shall be designed by either a Registered Professional Engineer or by someone the Engineer accepts as qualified. If required, complete design calculations and assumptions shall be furnished to the Engineer or Owner before ordering.

E. Testing Agencies – Soil tests shall be taken by a testing laboratory operating in accordance to ASTM D–3740 and E–329 and be acceptable to the Engineer prior to engagement. Mill certificates of tests on materials made by manufacturers will be accepted provided the manufacturer maintains an adequate testing laboratory, makes regularly scheduled tests, spot checked by an outside laboratory and furnishes satisfactory certificates.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Material shall be unloaded in a manner avoiding damage and shall be stored where it will be protected and will not be hazardous to traffic. Contractor shall repair any damage caused by the storage. Material shall be examined before installation. Neither damaged nor deteriorated material shall be used in the work.

1.7 SEQUENCING AND SCHEDULING

A. Contractor shall arrange work so sections of pipes between structures are backfilled, checked, pavement replaced and the section placed in service as soon as reasonable after installation.

1.8 ALTERNATIVES

A. The intention of these specifications is to produce the best system for the Owner. If Contractor suggests alternate material, equipment or procedures will improve results at no additional cost, the Engineer and Owner will examine suggestion, and if accepted, it may be used. The basis upon which acceptance of an alternate will be given is its value to Owner and not for Contractor's convenience.

1.9 GUARANTEE

A. Contractor shall guarantee quality of materials, equipment and workmanship for a minimum period of 12 months or as required by the local governing agency after acceptance. Defects discovered during this period shall be repaired by Contractor at no cost to the Owner.

1.10 EXISTING UTILITIES

A. All known utility facilities are shown schematically on the construction drawings, and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown, will not relieve the Contractor of responsibility under this requirement. "Existing Utilities Facilities" means any utility existing on the project in its original, relocated or newly installed position. Contractor will be held responsible for cost of repairs to damaged underground facilities; even when such facilities are not shown on the drawings.

B. The Contractor shall call for underground utility locations before starting work. Underground utilities location service can be contacted at 1–888–721–7877 (SC) or 811.

1.11 MEASUREMENT AND PAYMENT

A. Pipe Culverts and Storm Drains – Length of pipe will be paid for on a linear foot basis, as measured along the centerline, from end of pipe to end of pipe, end of pipe to center of structure or center of structure to center of structure. Payment of which will constitute full payment for all pipe, joints, filter fabric and bedding, including trenching, dewatering, excavation, backfill and compaction, surface clean–up, and all incidental labor and material necessary to complete the construction of pipe as required by this section of specifications.

B. Drainage Structures – Payment will be made on a contract unit price basis. Payment will constitute full payment for all dewatering, excavation, formwork, precast concrete, backfill, compaction, frames, gratings or covers, concrete, brick and all miscellaneous materials, surface clean–up and labor necessary to complete the construction.

C. Headwalls – Payment will be made on a contract unit price of each type. Payment will constitute full compensation for dewatering, excavation, formwork, all materials, and incidentals necessary to complete the construction.

D. Sheeting and Bracing – Will not be measured for direct payment. All costs and charges in connection therewith shall be reflected and included in the item of work to which it pertains.

E. Subgrade Drain – Payment will be made at the contract unit price per linear foot. Payment will constitute full payment for trenching, furnishing and installing perforated drain pipe with sock, furnishing and placing fine aggregate, proper backfilling, surface cleanup, acceptable connection to structures, and all work necessary to make the installation complete.

F. Stone Foundation – Will be measured by using the length and depth for which stone is ordered by Engineer, times a width of 4 feet wider than outside diameter of pipe barrel. Payment will include the cost of removing and disposing of the unsuitable material and furnishing and placing stone.

G. Sand Foundation – Will be measured by using the length and depth for which sand is ordered by Engineer, times a width of 4 feet wider than outside diameter of pipe barrel. Payment will include the cost of removing and disposing of the unsuitable material and furnishing and placing sand.

H. Borrow – Borrow material will be measured at the site by truck count, measuring capacity of truck if full, or estimating quantity if not full. The width of trench in which borrow is placed shall be limited to 4 feet wider than outside diameter of pipe barrel. If additional width is excavated, it shall be backfilled at Contractor's expense and a deduction of the extra quantity determined by truck count. Payment will include furnishing, hauling, placing, and compacting "borrow" material. Payment will also include disposing of unsuitable material in an area furnished by the Contractor.

I. Ditch and Swale Excavation – Excavations required for the construction of new ditches or swales and regrading of existing ditches or swales will be paid for per linear foot of ditch or swale excavated.

J. Connect Pipe to Existing Structures – Payment will be made at the contract unit price for each pipe size connected. For precast structures, payment shall include cost of dewatering, excavation, coring, installing and grouting in pipe, backfilling, compaction and all work necessary to complete the connection. For brick structures, payment shall include cost of dewatering, excavation, cutting a hole, installing and grouting in pipe, backfilling, compaction and all work necessary to complete the connection.

K. Pipe Video – Payment will be made at the contract unit price per linear foot. Payment will include all equipment, labor, and materials necessary to televise and video record 50% of pipes under roadways as chosen by the Engineer. Contractor shall provide Engineer with one copy of the video recording.

1.12 TESTING

A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).

B. In place density tests in accordance with ASTM D 1556 or ASTM D 6938.

C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.

D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48–hours notice prior to taking any tests.

E. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice work is ready for inspection and testing, and fails to be ready for the test, and/or

2. testing of the Contractor's work, products, or materials fail, and retesting is required, and/or

3. Contractor abuses the services or interferes with work of testing laboratory in conduct of this work.

F. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PART 2 – PRODUCTS

2.1 PIPE

A. Concrete Pipe – Shall be reinforced Class III, Class IV, or Class V and shall conform to ASTM Specification C–76. Pipe less than 48 inch inside diameter shall be manufactured without lifting holes. Joints shall be either 'O' ring watertight flexible rubber, or tongue and groove as indicated on the plans. Gasketed single offset joints may be used in lieu of 'O' ring joints if acceptable to the Engineer.

1. 'O' Ring Joints – Shall be water tight flexible rubber gasket and shall meet ASTM Specification C–443.

2. Gasketed single offset joint shall be soil tight and shall meet ASTM Specification C–443.

3. Tongue and groove joints shall utilize mastic sealant and the exterior shall be wrapped with geotextile material.

B. Corrugated Aluminum Alloy Pipe – Shall conform to ASTM B745. Pipe may be annular or helical.

1. Joints – Coupling bands shall be one piece lap–type, having a width conforming to the pipe manufacturer's recommendations. They shall be of the angle lug, rod and lug, or U–bolt type. The type, size and gauge of bands and size of angles, bolts and rods shall be as specified in applicable standards or specifications for pipe. Exterior rivet heads in longitudinal seam under coupling band shall be countersunk or rivets shall be omitted and the seam welded.

2. Gaskets – Gaskets shall be made of 3/8 inch thick by 6–1/2 inch minimum width closed cell expanded synthetic rubber, fabricated in the form of a cylinder with a diameter approximately 10% less than nominal pipe size. The gasket material shall conform to requirements of ASTM D1056, Grade Number SBE–43.

3. Bends – Where specified, shall be shop fabricated to angles and dimensions shown on the construction drawings.

C. Polyethylene – Shall be high density polyethylene corrugated pipe having an integrally formed smooth interior, equivalent to Advanced Drainage Systems N–12WT, N–12STIB or Hancor Blue Seal or Sure–Lok ST. Pipe shall conform to ASTM F667 and F2306.

1. Joints – Pipe shall be joined using an integral bell and spigot joint meeting ASTM F2306 specifications. The joint shall be soil and water tight and gaskets, when applicable, shall meet requirements of ASTM F477. A joint lubricant supplied by manufacturer shall be used on the gasket and bell during assembly.

D. Subgrade Drain – Shall be heavy duty corrugated polyethylene perforated pipe manufactured by Advanced Drainage Systems (ADS) or equivalent and shall conform to ASTM F–405.

2.2 DRAINAGE STRUCTURES

A. Details – See plans.

B. Concrete – Reinforced and non–reinforced.

1. Minimum compressive strength = 3,000 p.s.i. at 28 days.

2. Reinforcing shall be covered by a minimum 1 inch of concrete for top slabs and 1–1/2 inches for walls and bases and 3 inches where concrete is deposited directly against the ground.

3. Expansion joint filler materials shall conform to ASTM D 1751 or D 1752.

C. Mortar – Connection of pipe and drainage structures shall be composed of one part by volume of Portland cement and two parts of sand. The Portland cement shall conform to ASTM C–150, Type I or II. The sand shall conform to ASTM C–144 and shall be of an accepted gradation. Hydrated lime may be added to the mixture of sand and cement in an amount equal to 25% of cement volume used. Hydrated lime shall conform to ASTM C–207, Type S. Quantity of water in the mixture shall be sufficient to produce a workable mortar, but shall in no case exceed 7 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalies and organic impurities. The mortar shall be used within 30 minutes from time ingredients are mixed with water.

D. Brick Masonry – Brick shall conform to ASTM Specification C–62, Grade SW or C–55, Grade S. Mortar for jointing and plastering shall consist of one part Portland cement and two parts fine sand. Lime may be added to the mortar in an amount not more than 25% of the cement volume used. Joints shall be completely filled and shall be smooth and free from surplus mortar on the inside of structure. Brick structures shall be plastered with 1/2 inch of mortar over entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course, and for round structures, brick shall be laid radially with every sixth course a stretcher course.

E. Precast – Shall be constructed in accordance with ASTM C–478, C–913, or C–1433 and conform to details on the project drawings.

1. Joints – Shall be tongue and groove sealed with flexible gaskets or mastic sealant. Gaskets shall be O–Ring or Type A or B "Tylox" conforming to ASTM C443 and mastic shall be "Ram–nek" or equivalent with primer. Primer shall be applied to all contact surfaces of manhole joints at the factory in accordance with manufacturer's instructions.

2. Steps – Shall be polypropylene equivalent to M.A. Industries, Type PS–1 or PS–1–PF. Steps shall be installed at the manhole factory and in accordance with recommendations of step manufacturer. Manholes will not be acceptable if steps are not installed accordingly.

3. Leaks – No leaks in the manhole will be acceptable. All repairs made from inside the manhole shall be made with mortar composed of one part portland cement and two parts clean sand; mixing liquid shall be straight bonding agent equivalent to "Acryl 60."

F. Frame, cover & grating shall conform to details shown on the project drawings. Grates in pavement and in other flush–mounted type surfaces shall be of a "bicycle–safe" configuration consisting of 45 degree diagonal bars or slotted grates with a maximum clear opening of 1 inch and a maximum length of 9–inches. In any case, the long dimension of openings should be located transverse to direction of traffic when possible.

2.3 FILTER FABRIC

A. Shall be a non–woven heat–bonded fiber of polypropylene and nylon filaments equivalent to Mirafi 140 N. The fabric shall be finished so filaments will retain their relative position with respect to each other. Fabric shall contain stabilizers and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultraviolet and/or heat exposure. The product shall be free of flaws, rips, holes, or defects.

2.4 OMITTED

2.5 SOILS AND STONE AGGREGATES

A. Stone aggregate shall be clean crushed granite or concrete meeting the gradation requirements of grade No. 57.

B. Soils used for bedding, haunching, and initial backfill shall be as shown in the following table and shall meet requirements and classifications of ASTM D2321 and ASTM D2487.

Class	***Type***	***Soil Group Symbol D 2487***	***Description***	***Percentage Passing Sieve Sizes***		
				1–1/2 inch (40 mm)	***No. 4 (4.75 mm)***	***No. 200 (0.075 mm)***
IB	*Manufactured, Processed Aggregates; dense–graded, clean.*	*None*	*Angular, crushed stone (or other Class 1A materials) and stone/sand mixtures with gradations selected to minimize migration of adjacent soils; contain little or no fines.*	*100%*	*≤50%*	*<5%*
II	*Coarse – Grained Soils, clean*	*GW*	*Well–graded gravels and gravel–sand mixtures; little or no fines.*	*100%*	*<50% of "Coarse Fraction"*	*<5%*
		GP	*Poorly–graded gravels and gravel–sand mixtures; little or no fines.*			
		SW	*Well–graded sands and gravelly*		*>50% of*	

			sands; little or no fines.		*"Coarse Fraction "*	
		SP	*Poorly–graded sands and gravelly sands; little or no fines.*			
	Coarse–Grained Soils; borderline clean to w/fines.	*Eg. GW–GC, SP–SM.*	*Sands and gravels that are borderline between clean and with fines.*	*100%*	*Varies*	*5% to 12%*
III	*Coarse–Grained Soils with Fines*	*GM*	*Silty gravels, gravel–sand–silt mixtures.*	*100%*	*<50% of "Coarse Fraction "*	*5%*
		GC	*Clayey gravels, gravel–sand–clay mixtures.*			
		SM	*Silty sands, sand–silt mixtures.*		*>50% of "Coarse Fraction "*	
		SC	*Clayey sands, sand–clay mixtures.*			
IVA	*Fine–grained soils (inorganic)*	*ML*	*Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity.*	*100%*	*100%*	*>50%*
		CL	*Inorganic clays of low to medium plasticity, gravely clays, sandy clays, silty clays, lean clays.*			

2.6 PRODUCT REVIEW

A. Contractor shall provide the Engineer with a complete description of all products before ordering. Engineer will review all products by the submittal of shop drawings before they are ordered.

PART 3 – EXECUTION

3.1 ON SITE OBSERVATIONS OF WORK

A. The line, grade, deflection, and infiltration of storm sewers shall be tested by Contractor under direction of Engineer. Owner's Representative or Engineer will have the right to require any portion of work be completed in their presence and if work is covered up after such instruction, it shall be exposed by Contractor for observation. However, if Contractor notifies Engineer such work is scheduled and the Engineer fails to appear within 48–hours, Contractor may proceed. All work completed and material furnished shall be subject to review by the Engineer or Project Representative. All improper work shall be reconstructed. All materials not conforming to requirements of specifications shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

Contractor shall give the Project Engineer or Project Representative a minimum of 48–hours notice for all required observations or tests. Storm sewers shall be dry for observation by the Engineer. Lines under water shall be pumped out by Contractor prior to observation, at no additional cost to the Owner.

It will also be required of Contractor to keep accurate, legible records of the location of all storm sewer lines and appurtenances. These records will be prepared in accordance with paragraph on "Record Data and Drawings" in the Special Conditions. Final payment to the Contractor will be withheld until all such information is received and accepted.

3.2 EXCAVATION FOR PIPE AND STRUCTURES

A. Excavated material shall be piled a sufficient distance from the trench banks to avoid overloading to prevent slides or cave–ins.

B. Remove from site all material not required or suitable for backfill.

C. Grade as necessary to prevent water from flowing into excavations.

D. Remove all water accumulating in the excavation, from surface flow, seepage, or otherwise, by pumping or other acceptable method.

E. Sheeting, bracing or shoring shall be used as necessary for protection of the work and safety of personnel.

3.3 TRENCHING FOR PIPE

A. Trenching for Pipe – The width of trenches at any point below top of pipe shall be not greater than outside diameter of pipe plus 4 feet to permit satisfactory jointing and thorough bedding, haunching, backfilling and compacting under and around pipes. Sheeting and bracing where required shall be placed within the trench width as specified. Care shall be taken not to over–excavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures shall be necessary. Cost of this re–design and increased cost of pipe or installation shall be borne by Contractor without additional cost to the Owner. When installing pipe in a positive projecting embankment installation, the embankment shall be installed to an elevation of at least 1 foot above top of pipe for a width of five pipe diameters on each side of pipe before installation of pipe.

B. Removal of Unsuitable Material – Where wet or otherwise unstable soil, incapable of supporting the pipe is encountered in bottom of trench, such material shall be removed to depth required and replaced to proper grade with stone or sand foundation as determined by Engineer. This foundation shall be compacted to 95% modified proctor.

3.4 PROTECTION OF UTILITY LINES

A. Existing utility lines shown on drawings or locations of which are made known to the Contractor prior to excavation, and are to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired at Contractor's expense. If the Contractor damages any existing utility lines not shown on drawings or locations of which are not known to Contractor, report thereof shall be made immediately. If Engineer determines repairs shall be made by Contractor, such repairs will be ordered under the clause in GENERAL

CONDITIONS of contract entitled "CHANGES." When utility lines to be removed are encountered within the area of operations, Contractor shall notify Engineer in ample time for necessary measures taken to prevent interruption of service.

3.5 FOUNDATION AND BEDDING

A. Stone Foundation – Where the subgrade of pipe is unsuitable material, Contractor shall remove unsuitable material to a depth determined by Engineer or Geotechnical Consultant and furnish and place stone foundation in trench to stabilize subgrade.

B. Sand Foundation – Where the character of soil is unsuitable, even though dewatered, additional excavation to a depth determined by Engineer or Geotechnical Consultant shall be made and replaced with clean sand furnished by Contractor.

C. Bedding for pipe shall provide a firm surface of uniform density throughout the entire length of pipe. Before laying pipe, trench bottom shall be de–watered by the use of well points. Where well points will not remove the water, Contractor shall construct sumps and use pumps to remove all water from bedding surface. Pipe shall be carefully bedded in stone accurately shaped and rounded to conform to lowest 1/3 outside portion of circular pipe, or lower curved portion of arch pipe for the entire length of pipe. Bell holes and depressions for joints shall be only of such length, depth, and width as required for properly making the particular type joint.

D. Concrete Pipe:

1. Materials for bedding concrete pipe shall be either Class II, Class III, or Class IB if processed, to minimize migration of adjacent material.

2. Depth of bedding shall be equal to 1/24 the outer diameter of pipe or 3 inches, whichever is greater.

3. Bedding area under the center of pipe, for a width 1/3 outer diameter of pipe, known as middle bedding, shall be loosely placed. Remainder of bedding for full width of the trench shall be compacted to a minimum density of 85% for Class II bedding and 90% for Class III bedding as determined by ASTM D1557.

E. Polyethylene and Corrugated Aluminum Alloy Pipe

1. Materials for bedding polyethylene and corrugated aluminum alloy pipe shall be either Class II, Class III, or Class IB if processed to minimize migration of adjacent materials.

2. Depth of bedding shall be equal to 1/10 the outer diameter of pipe or a minimum of 6 inches, whichever is greater.

3. Bedding area under the center of pipe, for a width 1/3 outer diameter of pipe, known as middle bedding, shall be loosely placed. Remainder of

bedding for full width of the trench shall be compacted to a minimum density of 90% for Class II bedding and 95% for Class III bedding.

3.6 HAUNCHING, INITIAL BACKFILL, AND FINAL BACKFILL

A. Haunching – After the bedding has been prepared and pipe is installed, Class II or Class III soil shall be placed along both sides of pipe, in layers not exceeding 6 inches in compacted depth. Care shall be taken to insure thorough compaction and fill under haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers and rammers. Haunching shall extend up to the spring line of pipe and be compacted to following densities:

1. RCP: Minimum density shall be 90% as determined by ASTM D1557.

2. HDPE and Corrugated Aluminum Alloy Pipe: Minimum density shall be 95% as determined by ASTM D1557.

B. Initial Backfill – HDPE and corrugated aluminum alloy pipe require initial backfill material of either Class II or Class III soils to be placed from the spring line to a minimum of 6 inches above top of pipe in 6 inch lifts. This initial backfill shall be compacted to a minimum density of 95% as determined by ASTM D1557. Reinforced concrete pipe does not specifically require initial backfill. Initial backfill for reinforced concrete pipe can be the same as final backfill.

C. Final Backfill – For all pipes, it should extend to the surface and shall be select materials compacted to a minimum of 98% as determined by ASTM D1557 if pipe is under pavement. If pipe is in grassed areas final backfill may be native materials compacted to a minimum density of 90% as determined by ASTM D1557.

3.7 PLACING PIPE

A. Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipe lines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall have been checked before backfilling. When storm drain pipe terminates in a new ditch, headwall or end section, together with ditch pavement, if specified, shall be constructed immediately as called for on the plans. Ditch slopes and disturbed earth areas shall be grassed and mulched as required. Contractor will be responsible for maintaining these newly constructed ditches and take immediate action subject to acceptance, keeping erosion of the ditch bottom and slopes to a minimum during life of contract. No additional compensation will be given to Contractor for the required diversion of drainage and/or dewatering of trenches. Grassing the trench backfill shall conform to requirements of Section 32 92 00 – "Turf and Grasses."

B. Concrete Pipe: Laying shall proceed upgrade with spigot ends of bell and spigot pipe and tongue ends of tongue and groove pipe pointing in the direction of

flow. Place pipe in trench with the invert conforming to required elevations, slopes and alignment. Provide bell holes in pipe bedding in order to insure uniform pipe support. Fill all voids under the pipe by working in backfill material.

C. Corrugated Aluminum Pipe: Shall be laid with separate sections joined firmly together, with outside laps of circumferential joints pointing upstream and with longitudinal laps on the side. Lifting lugs, where used, shall be placed to facilitate moving the pipe without damage to exterior or interior coatings. Place pipe in trench with the invert conforming to required elevations, slopes and alignment. Fill all voids under the pipe by working in backfill material.

D. Polyethylene Pipe – Laying shall proceed upgrade with spigot ends of bell and spigot pipe pointing in the direction of flow. Place pipe in trench with the invert conforming to required elevations, slopes, and alignment. Provide bell holes in pipe bedding in order to ensure uniform pipe support. Fill all voids under the pipe by working in bedding material. Pipe shall be installed in accordance with ASTM D–2321.

E. Subgrade Drain Tubing – Shall be laid as detailed on construction drawings with the invert conforming to required elevations and alignment.

3.8 JOINTS IN PIPES

A. Concrete Pipe – Joints in concrete pipe shall be either 'O' ring watertight flexible rubber or tongue and groove as indicated on the plans. Gasketed, single offset joints may be used if accepted by the Engineer. Maintain pipe alignment and prevent infiltration of fill material at joints during installation.

1. 'O' ring and single offset joints shall meet the requirements of ASTM C443. They shall utilize either a rubber gasket with a circular cross section or a rectangular cross section. Gaskets shall have no more than one splice, except two splices of the gasket will be permitted if nominal diameter of pipe exceeds 54 inches. Manufacturer's recommendations and requirements shall be followed.

2. Tongue and groove joints shall utilize a bituminous mastic such as Ram–Nek or accepted equivalent. The joint surfaces shall be primed according to manufacturer's recommendations. Care shall be taken to ensure mastic material completely and uniformly seals the joint.

3. All tongue and groove joints shall receive one layer of filter fabric completely around exterior of the joint. Filter fabric shall be a minimum of 2 feet wide, centered on the joint, and overlapped a minimum of 1 foot.

B. Corrugated Aluminum Pipe – Maintain pipe alignment and prevent infiltration of fill material at joints during installation.

1. Installation of Gaskets – Shall be in accordance with recommendations of the manufacturer in regard to use of lubricants and cements and other special installation requirements. Gasket shall be placed over one end of a section of pipe for half the width of a gasket. The other half shall be doubled over end of same pipe. When adjoining section of pipe is in

place, the double–over half of gasket shall then be rolled over the adjoining section. Any unevenness in overlap shall be corrected so gasket covers ends of pipe sections equally. Connecting bands shall then be centered over the adjoining sections of pipe, and rods or bolts placed in position and nuts tightened. The band shall be tightened evenly. Tension shall be kept on rods or bolts and gasket shall be closely observed to see it is seating properly in the corrugations.

2. Installation of Filter Fabric at Joint – After the connecting band has been tightened; Contractor shall place one layer of filter fabric completely around exterior of joint, a minimum of 2 feet wide, centered on joint, and overlapped a minimum of 1 foot.

C. Polyethylene Pipe – Maintain pipe alignment and prevent infiltration of fill material at joints during installation

1. Joints shall be gasketed soil–tight and water–tight bell and spigot meeting ASTM F2306. Gaskets shall meet the requirements of ASTM F477. A joint lubricant supplied by manufacturer shall be used on the gasket and bell during assembly. Spigot end of pipe shall be inserted into bell using methods recommended by the manufacturer. Pipe shall be kept true to line and grade during assembly.

2. Installation of Filter Fabric at Joint – All polyethylene pipe joints shall receive one layer of filter fabric completely around exterior of the joint. Filter fabric shall be a minimum of 2 feet wide, centered on the joint, and overlapped a minimum of 1 foot.

D. Subgrade Drain Tubing – Joints shall be joined using snap couplings. When installing sock wrapped pipe, overlap sock ends over coupling and secure with polyethylene tape.

3.9 FIELD QUALITY CONTROL

A. Soil and density tests shall be made by a testing laboratory acceptable to the Engineer. Laboratory tests of the soil shall be made in accordance with ASTM D 1557. In–place density tests shall be made in accordance with ASTM D 6938. Results of tests shall be furnished to the Engineer.

The minimum number of tests required shall be:

Haunching and Initial Backfill in all areas….	1 per 100–linear feet of pipe, minimum of one per run of pipe for both the haunching and initial backfill zones.
Final Backfill over pipe in traffic areas……..	1 per 100–linear feet or less for each 4–feet of depth or portion thereof.
Final Backfill over pipe in non–traffic areas…..	1 per 500–linear feet or less for each 6–feet of depth or portion thereof.

The minimum percent of compaction of the backfill material (in accordance to ASTM D1557) shall be the following:

In traffic Areas. . . . . 98% of maximum laboratory density.

In non–traffic Areas . . . 90% of maximum laboratory density, unless otherwise accepted by the Engineer.

B. It is the Contractor's responsibility to assure backfill is sufficient to limit pipe deflection to no more than 5%. When flexible pipe is used, a deflection test shall be made by the Contractor on entire length of installed pipeline, not less than 30–days after completion of all backfill and placement of any fill. Deflection shall be determined by use of a deflection device or by use of a spherical, spheroidal, or elliptical ball, a cylinder, or circular sections fused to a common shaft. The ball, cylinder, or circular sections shall have a diameter, or minor diameter as applicable, of 95% of inside pipe diameter. The ball, cylinder, or circular sections shall be of a homogeneous material throughout, shall have a density greater than 1.0 as related to water at 39.2 degrees F, and shall have a surface brinell hardness of not less than 150. The device shall be center bored and through bolted with a 1/4 inch minimum diameter steel shaft having a yield strength of 70,000 p.s.i. or more, with eyes at each end for attaching pulling cables. The eye shall be suitably backed with flange or heavy washer; a pull exerted on opposite end of shaft shall produce compression throughout remote end of ball, cylinder, or circular section. Circular sections shall be spaced so the distance from external faces of front and back sections shall equal or exceed diameter of circular section. Failure of the ball, cylinder, or circular section to pass freely through a pipe run, either by being pulled through by hand or by being flushed through with water, shall be cause for rejection of a run. When a deflection device is used for the test in lieu of a ball, cylinder, or circular sections described, such device shall be given acceptance prior to use. Device shall be sensitive to 1.0% of pipe diameter being measured and shall be accurate to 1.0% of the indicated dimension. Installed pipe showing deflections greater than 5% of normal pipe diameter shall be retested by a run from the opposite direction. If retest also fails, the suspect pipe shall be repaired or replaced at no cost to Owner.

C. 50% of pipes under roadways shall be televised and video recorded. The video observation shall include a complete pan view of each joint. If the video observation indicates problems, further televising may be required. Additional televising and video recording will be at no additional cost to the Owner.

3.10 DRAINAGE STRUCTURES

A. Drainage structures shall be constructed of materials specified for each type and in accordance with details shown on the drawings.

3.11 REMOVE AND REPLACE PAVEMENT

A. Pavement shall only be removed after prior written authorization by the Owner. Pavement removed and replaced shall be constructed in accordance with latest

specifications of the State Department of Transportation. Traffic shall be maintained and controlled per State Department of Transportation regulations.

3.12 CONNECT PIPE TO EXISTING STRUCTURES

A. Contractor shall connect pipe to the existing structure where indicated. For brick or precast structures, a hole not more than 4 inches larger than outside diameter of new pipe shall be cut or cored neatly in the structure, new pipe laid so it is flush with inside face of structure, and annular space around pipe filled with a damp, expanding mortar or grout to make a watertight seal.

END OF SECTION