
BIDDING DOCUMENTS
FOR
2015 SINKING FUND IMPROVEMENTS
MISC. SITE AND FIELD IMPROVEMENTS

OWOSSO PUBLIC SCHOOLS
OWOSSO, MICHIGAN

Prepared By:
SPICER GROUP, INC.
SAGINAW, MICHIGAN
MARCH 2015

Plans Included

D-5103-1 - 9

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**2015 SINKING FUND IMPROVEMENTS
MISCELLANEOUS SITE AND FIELD IMPROVEMENTS
OWOSSO PUBLIC SCHOOLS
CITY OF OWOSSO, MICHIGAN**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Miscellaneous Site and Field Improvements** will be received, by **Owosso Public Schools** at the office of the **Administration Building, 645 Alger Street, Owosso, MI 48867**, until **3:00 PM** local time on **April 8, 2015** at which time the Bids received will be publicly opened and read. The Project consists of installing drain tiles at the High School soccer field and Willman Field, replacing a sanitary sewer service lead at Bryant School, refurbishing the High School gymnasium floor and lighting, and baseball field improvements.

Each proposal shall be accompanied by certified check or bidder's bond in the amount of 5% of the bid. Checks shall be drawn payable to **Owosso Public Schools** as security for the acceptance of the Contract and subject to the conditions stated in the Instructions to Bidders.

Electronic copies of plans, proposal forms and specifications may be viewed beginning **Wednesday, March 18, 2015** on the bidding section of the Spicer Group website at www.spicergroup.com. Use the Bid Form in the specifications for submittal of sealed bid. All addendums will also be posted to this website. The Contractor is responsible for ensuring all addendums have been received and acknowledged prior to submittal of the bid. No paper copies of these documents will be available for purchase.

A mandatory pre-bid conference will be held at **10:00 AM** local time on **April 1, 2015** at the **Owosso High School, 764 E. North St., Owosso, MI 48867**.

Representatives of OWNER and Professional will be present to discuss the Project. Bidders are required to attend and participate in the conference. Professional will transmit to all prospective Bidders of record such Addenda as Professional considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

OWNER:

Owosso Public Schools
645 Alger Street
Owosso, MI 48867

DESIGN PROFESSIONAL:

Spicer Group, Inc.
230 S. Washington Ave.
Saginaw, MI 48607

INSTRUCTION TO BIDDERS

ARTICLE 1 – DEFINED TERMS

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents shall be available at www.spicergroup.com.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 3 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 4.02 *Existing Site Conditions*
- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. To field verify all dimensions.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of

that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and consideration by Professional is set forth in Paragraphs 7.04 and 7.05 of the General Conditions and may be supplemented in the General Requirements.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the

following portions of the Work: portable bleacher improvements, fences, irrigation systems, baseball field renovation, drain tiles, sanitary sewer lead installation, sand cap build up system, and gymnasium floor refinishing and lighting improvements.

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

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

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one Affidavit of Compliance – Iran Economic Sanctions Act (C210) This form must be signed, notarized and included with the submitted bid package.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owosso Public Schools, 645 Alger St., Owosso, MI 48867.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 A mandatory pre-bid conference will be held at **10:00 am on April 1, 2015** at Owosso High School, 765 E. North St, Owosso, MI 48867. Representatives of OWNER and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference.

Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be binding or legally effective. Bidders not attending the pre-bid conference will not be allowed to bid on this project.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT 517 OF 2012

The undersigned, as owner or authorized officer of the below named CONTRACTOR, pursuant to the compliance certification requirement by the State of Michigan, and as referenced by OWNER in the BIDDING DOCUMENTS, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an "Iran linked business" as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned BIDDING DOCUMENTS, the Contractor will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the OWNER'S investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any other of the OWNER'S projects for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
by _____, Notary Public _____ County, State of _____

My Commission expires: _____

Acting in the County of: _____



OWOSSO PUBLIC SCHOOLS

2013 Sinking Fund Improvements

OWOSSO HIGH SCHOOL

- Parking Lot Reconstruction
- Tennis Court Rehabilitation
- Auditorium Theatrical Lighting Improvements
- Pool & Locker Room Restroom Improvements
- Pool Dehumidification System



Superior Electric
of Lansing, Inc.



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ENGINEERS • SURVEYORS • PLANNERS

(800) 833-0062

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Owosso Public Schools, 645 Alger Street, Owosso, MI 48867

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **45** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

If no addenda have been issued, insert “N/A”. Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Unit	Description	Amount
1.	Lump Sum	Soccer Field drainage, fence, and sidewalk, Complete - High School	\$ _____
2.	Lump Sum	Baseball Field Complete Renovation and Irrigation system - High School	\$ _____
3.	Lump Sum	Sanitary Sewer Service Lead Replacement, Complete - Bryant Elementary	\$ _____
4.	Lump Sum	Drainage, Irrigation and Lighting Improvements, Anti-Rust surface coating, and Sand Cap Build Up System, Complete - Willman Field	\$ _____
5.	Lump Sum	Portable Bleacher Upgrades /Code-Compliance Willman Field	\$ _____
6.	Lump Sum	Basketball Court Floor Refurbishment, Lighting Improvements, and painting walls – High School Gymnasium	\$ _____
7.	Allow	Owner's Discretionary Allowance	\$ <u>50,000.00</u>
TOTAL			_____

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

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before **August 3, 2015**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 21, 2015**.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. Affidavit of Compliance – Iran Economic Sanctions Act;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

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

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the _____ (the "School District") advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ and any member of the Board of Education of the School District, or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____.

), Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in the County of: _____

LIVESCAN FINGERPRINT REQUEST

AUTHORITY: MCL 28.214, MCL 28.273 & MCL 28.162; **COMPLIANCE:** Voluntary, however failure to complete this form will result in denial of request.

After fingerprinting, return signed and completed form to employer or licensing agency.

I. Fingerprint Reason							
1. Code							
2. Requestor/Agency ID			3. Agency Name				
II. Applicant Information: Type or clearly print answers to all fields before going to be fingerprinted.							
1a. Last Name			1b. First Name		1c. Middle Initial		1d. Suffix
2. Any Alternative Names, Last Names, or Aliases (Optional)							
3. Place of Birth (State or Country)			4. Date of Birth		5. Social Security Number (Optional)		
6. Driver License State			7. Driver License Number				
8. Address							
9. City			10. State		11. ZIP Code		
12. Sex	13. Race		14. Height (Ft. & In)	15. Weight (Lbs)	16. Eye Color		17. Hair Color
III. Live Scan Information: Type or clearly print answers to all fields at the fingerprinting site.							
1. Date Printed				2. Picture ID Type Presented			
3. TCN				4. Live Scan Operator			

I understand the personal information and fingerprints submitted by live scan are used to search against criminal identification records from both the Michigan State Police (MSP) and Federal Bureau of Investigation (FBI). I hereby authorize the release of any records to the person or agency listed above.

I further understand MSP and the FBI may also retain the submitted information and fingerprints as permitted by the Privacy Act of 1974, 5 USC § 552a, for routine uses beyond the principal purpose listed above. Routine uses include, but are not limited to, disclosures to governmental authorities responsible for civil or criminal law enforcement, counterintelligence, national security, or public safety.

Signature: _____ **Date:** _____

28 CFR §16.34- Procedure to obtain change, correction or updating of identification records.

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

**** ENSURE THAT THE CORRECT FINGERPRINTING REASON CODE AND AGENCY ID ARE USED. MSP WILL CHARGE FOR SECOND REQUESTS DUE TO INCORRECT CODES. ****

PROJECTS UNDER ACT NO. 524 OF PUBLIC ACTS OF 1980

General Information

1. Interest will be paid on retainage in accordance with the Act.
2. The Contractor may request reasonable interest on accounts past due on prior progress payments which can be included in the next request for payment.
3. Retainage will be in accordance with the Act, Subsections 3 and 4.
4. All matters described in Subsection 3 of the Act shall be submitted to the decision of an agent at the option of the Owner.

Retainage. The retainage for the project shall be as follows:

1. For projects with Payment Schedule No. 1, the retainage shall be in accordance with Act No. 524.
2. For projects with Payment Schedule No. 2, the retainage shall be ten percent (10%) of the contract price.

Payment. All requests for payment shall be in compliance with Act No. 524 of Public Acts of 1980. Construction contracts having a dollar value of less than \$30,000 or a contract that provides for three or fewer payments shall be exempt from the Act.

The requests for payments shall be made in accordance with one of the following Payment Schedules:

Payment Schedules

1. Not later than the 25th day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified, approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain a percentage as stated in Act No. 524 of the amount of each such estimate until final completion and acceptance of all work covered by this contract.
2. Payment requests shall be limited to three or fewer payments less ten percent (10%) retained on each payment request, except for the final payment which shall include all amounts previously retained. Payment requests will only be permitted after completion of fifty percent (50%) of the project, after seventy-five percent (75%) of the project and after one hundred percent (100%) of the project is completed and accepted. No payment request will be made within 30 consecutive days of a previous request.

Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN

80TH LEGISLATURE

REGULAR SESSION OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent" means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.10 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alternation, demolition, or repair of a facility, other than a contract having a dollar value of less than \$30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract; instructions to bidders, proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city, township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended, beings sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a distinct area upon which special assessments are levied or imposed for the construction, reconstruction, betterment, replacement or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefitted real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to section 3.

Sec. 2

(1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such times as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later.

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

(4) Upon failure of a public agency to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

Sec. 3

(1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec. 4

(1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

(a) In an agreement reached within 10 days after a dispute arises.

(b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The public agency may request dispute resolution by the agent regarding the following:

(a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

(b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

(4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.

(5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

(6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

(7) If the dispute resolution results in a decision.

(a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.

(b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent Contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:

(i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work for which the original contractor has not received payment.

(ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor within the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Sec. 5

(1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this act, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6

This act shall take effect January 1, 1983.

GUIDELINES FOR VOLUNTEER SCREENING PROCESS

As part of the School Safety Legislation that took effect January 1, 2006 Owosso Public Schools will screen any person who will be working on the grounds of Owosso Public Schools through the Sex Offenders Registry list and the Internet Criminal History Access Tool criminal history records check who meet the following criteria.

- Anyone who will be working on school grounds during project completion with the General Contractor
- Will be volunteering on a regular basis of five or more times a year

As part of the screening process, individuals will be required to complete the attached General Contractor Employee Screening form prior to participating in the assigned project. All criminal history background checks will be conducted at the Central Office. Once the volunteer has been cleared, the prospective school will be notified by Central Office. Forms should be received at Central Office at least five working days prior to the start date of the employee beginning work on project or program.

GENERAL CONTRACTOR EMPLOYEE RELEASE FORM

I am working with a general contractor to complete a project for Owosso Public Schools on the following assigned project:

I agree to abide by all relevant Board policies and administrative guidelines while on duty for the District. I understand that, although I am covered under the District's liability insurance policy, I am not covered by its health insurance policy nor am I eligible for workers' compensation. Should I become ill or suffer an accident while doing volunteer work for the District, I agree that I shall be responsible for any and all hospital and medical charges that may accrue.

I understand further that, as a volunteer, I am not in any manner considered an employee of the District or entitled to any benefits provided to employees. I further release the Board of Education from any and all liability for any damages, whatever their nature, which may result as a consequence of my volunteer services.

For the protection of the children in the school, the District is required by law to inquire of its staff members whether or not they have ever been convicted of a crime related to children. We would appreciate your cooperation by indicating that you have never been convicted of any of the following offenses: *aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, aggravated assault, assault, aggravated menacing, abuse or neglect of a child, kidnapping, abduction, child stealing, criminal child enticement, rape, sexual battery, corruption of a minor, gross sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually-oriented matter involving a minor, illegal use of a minor in nudity-oriented material or performance, endangering children, contributing to the delinquency of children, carrying concealed weapons, improperly discharging a firearm at or into a school or house, corrupting another with drugs, placing harmful objects in or adulterating food or confection.*

Signature of General Contractor Employee

Date

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [_____] *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Owosso Public Schools (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

2015 Sinking Fund Improvements

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: Work - The entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Miscellaneous Site and Field Improvements.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Spicer Group, Inc.**

3.02 The Owner has retained Spicer Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **August 3, 2015**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 21, 2015**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

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

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Unit	Description	Amount
1.	Lump Sum	Soccer Field drainage, fence, and sidewalk, Complete - High School	\$ _____
2.	Lump Sum	Baseball Field Complete Renovation and irrigation system - High School	\$ _____
3.	Lump Sum	Sanitary Sewer Service Lead Replacement,	\$ _____

		Complete - Bryant Elementary	
4.	Lump Sum	Drainage, Irrigation and Lighting Improvements, Anti-Rust surface coating, and Sand Cap Build Up System, Complete - Willman Field	\$ _____
5.	Lump Sum	Portable Bleacher Upgrades / Code Compliance - Willman Field	\$ _____
6.	Lump Sum	Basketball Court Floor Refurbishment and Lighting Improvements - H.S.	\$ _____
7.	Allow	Owner's Discretionary Allowance	\$ <u>50,000.00</u>
		TOTAL	_____

B. Total of Lump Sum Amount \$.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

a. 95 percent of 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. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of ██████ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9 inclusive).
 2. Performance bond (pages 1 to 3 inclusive).
 3. Payment bond (pages 1 to 3 inclusive).
 4. General Conditions (pages 1 to 65 inclusive).
 5. Supplementary Conditions (pages 1 to 6 inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. The Drawings are listed on the document title page.
 8. Addenda (numbers [redacted] to [redacted], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Contract Interests by Owosso Public School District Office*

In accordance with Michigan Statutes, no Owosso Public School district public official, member of Owosso Public School District public official's immediate family, nor any organization with which the Owosso Public School District public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from Owosso Public School District funds unless the Owosso Public School District public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the Owosso Public School District in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the Owosso Public School District in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the Owosso Public School District in regard

to the allocation of Owosso Public School District funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred.

10.07 *Substance Abuse Prevention*

Mission/Purpose: The Owosso Public School District recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The Owosso Public School District requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on Owosso Public School district construction job sites, should be strictly prohibited.

Statement: All Tobacco use is strictly prohibited on Owosso Public Schools property. Owosso Public Schools requires that this policy be enforced by all contractors, subcontractors, suppliers and vendors for the entire duration of the project.

The terms of these Substance Abuse and non-tobacco use Statements will cover all construction personnel who are working on Owosso Public School District job sites. This will include employees of all contractors, subcontractors, contractor suppliers, and their employees, who come to the job sites to do work.

Contractor's Written Program: Each contractor should have in place a written Substance Abuse Program. Each contractor's Substance Abuse Program should have, as a minimum, the following:

- A. *Provisions for testing employees who give their supervisors or company officials sufficient reason to believe that they may be under the influence of alcohol or drugs and therefore may endanger the well-being of other employees or themselves while working on the job site.*

Representatives of the Owosso Public School District who believe that any contractor's employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the contractor's appropriate management/supervision authority and request that appropriate action be taken. The individual's employer should ensure that the employee immediately removed from the job site.

- B. *Provisions for testing employees who are involved in an accident relating to work on the job site. An accident is defined as any incident, including "near misses", where injury or damage to property did or could have occurred.*

Any employee who test positive for illegal drugs or alcohol should not be allowed to continue working on the job site until after the employer has provided documentation to the Owosso Public School District that the employee has been approved to return to work by a rehabilitation counselor.

- C. *Where there is substantiated evidence that an employee has violated this policy, provisions to notify employee that will result in the employee being denied further access to any Owner-owned job site.*

Procedures for testing and handling of positive drug tests must be in compliance and consistent with Owosso Public School District and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required will be the responsibility of each individual contractor for the respective employee working on the job site. The Owosso Public School District will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse. The contractor further agrees to indemnify and hold the Owosso Public School District harmless from any

damages or other costs incurred which are related to the implementation or enforcement of any substance abuse policy or program.

- 10.08 Value Enhancement Proposals. Owosso Public School District wants to receive from all Bidders, with submittal of their bids, whenever possible, a list of items for consideration, as project value enhancement proposals. Owosso Public School District recognizes the effort Contractors spend preparing bids and wishes to take advantage of their expertise in providing a project of enhanced value to the Owner. Items proposed should provide construction cost savings while not significantly impacting quality or function, if review of the documents yields no such opportunities, please advise Owosso Public School District accordingly.

The Bid Documents may include a *Value Enhancement Proposal* from which may be submitted with the BID FORM. If the submittal contains material which is proprietary and confidential, qualifying as a "trade secret", the proposer may complete and submit a *Designation of Confidential and Proprietary Information* form, which may be included in the Bid Documents. Do not include any such information on the BID FORM.

If the lowest qualified responsible Bidder does not submit a *Value Enhancement Proposal* form with its bid, it is requested that this information be provided with submittal of the *Request for Subcontractors Approval* form, but not later than with return of the Contract.

The list of proposed items will be reviewed and evaluated by Owosso Public School district and the A/E. The value (price and quality) of each item will be considered and certain items may be selected for further development. These proposed project enhancement negotiations comply with the provision of the specifications. Contractors are responsible for meeting all Bid Document requirements, unless a written Contract modification or change order is issued

10.09 STATE OF MICHIGAN MANDATED BACKGROUND CHECKS.

All contractors and their employees, who will be working on this project, will be required to undergo fingerprinting and submit to a Michigan State Police background check per (MCL 380.1230). All costs associated with this requirement shall be the responsibility of the contractor.

10.10 Other Provisions

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

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

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

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

OWNER: Owosso Public Schools

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

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

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

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
 18. Modifications to this Bond are as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Owosso Public Schools Contractor: Engineer: Spicer Group, Inc. Project: Miscellaneous Site and Field Improvements	Owner's Contract No.: Contractor's Project No.: Engineer's Project No.: 121889SG2014 Contract Name:
---	--

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work
 The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER: By: _____ (Authorized signature) Title: _____ Date: _____	RECEIVED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	RECEIVED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	--	---

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



Issued and Published Jointly by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.02 *Terminology*

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

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

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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

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

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

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

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

Supplementary Conditions

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

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

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

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

SC-5.03 *Subsurface and Physical Conditions*

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

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

SC-5.06 Hazardous Environmental Conditions

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

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor's Liability Insurance*

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

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

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

Part One: Compensation Statutory

Part Two: Employers' Liability:

accident	\$ 100,000
disease	\$ 100,000
aggregate disease	\$ 500,000

Other:

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

General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal/Adverse Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

Bodily Injury-Each Occurrence Limit	\$ 500,000
Property Damage-Each Occurrence Limit	\$ 500,000

OR

Combined Single Limit	\$1,000,000
No Fault	Statutory

4. Excess or Umbrella Liability:

Per Occurrence	\$2,000,000
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5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Spicer Group, Inc. and Owosso Public Schools.

6. Owner's and Contractor's Protective Liability

Contractor shall purchase and maintain OWNER'S and Contractor's Protective Liability Insurance which shall:

- (1) Be a separate policy to protect OWNER, ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the Work is located for their liability for work performed by Contractor or Subcontractors under this contract.
- (2) Name OWNER as the insured.
- (3) Include any specific insurance language requirements for the following named insured.
- (4) Name the following as additional insured which will be held harmless and indemnified: Spicer Group, Inc., and others.

Separate:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

In lieu of the Owner's and Contractor's Protective Liability, the Contractor may provide an endorsement to their policy for a per project aggregate coverage with the following limits:

Aggregate Limit	\$1,000,000
Each Occurrence Limit (ISO form CG2503 or it's equivalent)	\$1,000,000

A copy of this endorsement must accompany the Certificate of Insurance, the Certificate will clearly state the additional insured requirement and the policy contains the per project aggregate endorsement.

7. BUILDERS RISK-INSTALLATION FLOATER

(1) Shall include cost to replace at time of loss, including foundations, footings, and materials on site not yet a part of the permanent structure or project.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

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

- 1. Regular working hours will be 7 A.M to 7 P.M.**
- 2. Owner's legal holidays shall be defined as U.S. Federal Holidays.**

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday or any legal holiday.”

SC-7.08 Permits

SC 7.08 Add the following new subparagraphs immediately after Paragraph 7.08.A:

- B. A Soil Erosion and Sedimentation Control (SESC) Permit is not required since the Owner is an Authorized Public Agency (APA). However, the Contractor will need to construct the project in accordance with SESC measure as described in the bidding plans and specifications.**

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

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

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

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

Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

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

11. Reports:

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

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

- 13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract description.
 - 2. Contractor's use of Site
 - 3. Work sequence.
 - 4. Owner occupancy.
 - 5. Permits.
 - 6. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. The Contractor shall furnish all the labor, material and construction equipment and perform all the work for the construction of the Utilities as shown on the Drawings and described in the specifications prepared by Spicer Group, Inc. Contractor shall be responsible for the entire work until completed and accepted by the Owner.

1.3 CONTRACTOR'S USE OF SITE

- A. Limit use of Site to allow:
 - 1. Cooperate with Land Owners to minimize conflict. If disputes arise, contact the Engineer immediately.
- B. Access to Site: Limited to times that will not interfere with the education process or School District activities, **May 4, 2015 through August 21, 2015.**

1.4 WORK SEQUENCE

- A. Construct Work in an upstream direction during the construction period, coordinate construction schedule and operations with Engineer
- B. Sequencing of Construction Plan: Before start of construction, submit three copies of construction plan regarding phasing of construction and new Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.5 OWNER OCCUPANCY

- A. Schedule and substantially complete designated portions of the Work for occupancy before Substantial Completion of the entire Work.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.6 PERMITS

A. Furnish necessary permits for construction of Work.

1.7 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Owner's Discretionary Allowance.
- B. Cash allowances.
- C. Contingency allowances.
- D. Application for Payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Alternates.

1.2 OWNER'S DISCRETIONARY ALLOWANCE

- A. Include \$50,000 in lump sum price bid to allow for additional and/or unforeseen site work as determined by the Owner.
- B. Contractor will be compensated for increased or decreased costs by change order, based on negotiated price for additional work.

1.3 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.
- B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.
- C. Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products suppliers and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Engineer in selection of products, suppliers.

2. Obtain proposals from suppliers and installers and offer recommendations.
3. Upon notification of selection by Engineer and Owner execute purchase agreement with designated supplier.
4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order.

1.4 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum of money for use upon Owner's instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.5 APPLICATION FOR PAYMENT

- A. Engineer will prepare progress payments in accordance with the Payment Schedule shown in the Agreement.
- B. Format will follow the itemized bid in the Proposal.
- C. Contractor shall submit waivers for each progress payment in accordance with the General Conditions.
- D. Payment will be subject to retainage as set forth in Public Act No. 524.

1.6 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing a field order.
- E. Engineer may issue a Bulletin or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 10 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work.
- G. Stipulated Sum/Price Change Order: Based on Bulletin or Notice of Change and Contractor's price quotation and Contractor's request for Change Order as approved by Engineer.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- I. Work Directive Change: Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Change Order Forms: Architects/Engineer's Form.
- N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.

D. Nonpayment for Rejected Products: Payment will not be made for rejected products.

1.8 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Engineer will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 - 1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 - 4. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 5. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 6. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 7. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.9 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 - 1. Coordinate related requirements among Specification Sections as required.

2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within **15** days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 5. Changes required in other Work.
 - 6. Availability of maintenance service and source of replacement parts as applicable.
 - 7. Certified test data to show compliance with performance characteristics specified.

8. Samples when applicable or requested.
 9. Other information as necessary to assist Engineer's evaluation.
- D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions.
 2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 4. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

- F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, appropriate governmental agency representatives, applicable public and private utility companies and Contractor.
- C. Minimum Agenda:
 - 1. Introductions.
 - 2. Execution of Owner-Contractor Agreement.
 - 3. Submission of executed bonds and insurance certificates.
 - 4. Distribution of Contract Documents.
 - 5. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 6. Designation of personnel representing parties in Contract, along with contact phone number and Engineer.
 - 7. Submission of list of supervisory personnel representing the Contractor and subcontractor along with daytime and emergency phone numbers
 - 8. Communication procedures.
 - 9. Procedures and processing of requests for interpretations, field decisions field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 10. Scheduling.
 - 11. Critical Work sequencing.
 - 12. Scheduling activities.
 - 13. Utility Representatives comments and requirements.
 - 14. Discussion of important project requirements.
- D. Engineer will record minutes and distribute copies to participants after meeting.

1.4 SITE MOBILIZATION MEETING

- A. Contractor will schedule and preside over meeting at Project Site prior to Contractor occupancy.
- B. Attendance Required: Engineer, Owner, Contractor, Contractor's superintendent, special consultants
- C. Minimum Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements.
 - 3. Construction facilities and controls.
 - 4. Temporary utilities.
 - 5. Survey and building layout.

6. Security and housekeeping procedures.
 7. Schedules.
 8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for startup of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittal schedule and status of submittals.
 6. Review of off-Site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.6 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures.

2. Review coordination with related Work.

E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.7 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

B. Attendance Required: Contractor, Subcontractors, Engineer, Owner, and others appropriate to agenda.

C. Notify Engineer four days in advance of meeting date.

D. Minimum Agenda:

1. Start-up of facilities and systems.
2. Operations and maintenance manuals.
3. Testing, adjusting, and balancing.
4. System demonstration and observation.
5. Operation and maintenance instructions for Owner's personnel.
6. [Temporary indoor-air-quality plan and procedures.]
7. Contractor's inspection of Work.
8. Contractor's preparation of an initial "punch list."
9. Procedure to request Engineer inspection to determine date of Substantial Completion.
10. Completion time for correcting deficiencies.
11. Inspections by authorities having jurisdiction.
12. Certificate of Occupancy and transfer of insurance responsibilities.
13. Partial release of retainage.
14. Final cleaning.
15. Preparation for final inspection.
16. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
17. Final Application for Payment.
18. Contractor's demobilization of Site.
19. Maintenance.

E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

- A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
 - 1. Perform Work not to interfere with operations of occupied areas.
 - 2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
 - 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new and salvaged products for patching and extending Work.
- C. Employ skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.
- J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified or new condition for each material, with neat transition to adjacent finishes.
- K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- L. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- M. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Engineer for review.

- N. Trim existing doors to clear new floor finish. Refinish trim to original or specified condition.
- O. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- P. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Review and evaluation.
- C. Updating schedules.
- D. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary network diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
- C. Within 20 days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that [major] [mechanical and electrical] Subcontractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete network analysis consisting of network diagrams and mathematical analyses.
- E. Submit updated network schedules with each Application for Payment.
- F. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- G. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- H. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.

4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.4 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Shop Drawings.
- G. Samples.
- H. Other submittals.
- I. Test reports.
- J. Certificates.
- K. Manufacturer's instructions.
- L. Manufacturer's field reports.
- M. Erection Drawings.
- N. Contractor review.
- O. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal
- H. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- I. Allow space on submittals for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- L. Submittals not requested will not be recognized nor processed.
- M. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.
- N. Substitution Submittal Procedure:
 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.
 4. Review time cost of any proposed changes will be charged to the Contractor at the discretion of the Owner.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

- C. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittal, without separate written request, or when acceptance will require revision to the Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. LEED Submittals: Comply with Section 01 81 13 - Sustainable Design Requirements.
Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal. DESIGN DATA
- C. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- D. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.14 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.15 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.

3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 4. Determination of accuracy and completeness of dimensions and quantities.
 5. Confirmation and coordination of dimensions and field conditions at Site.
 6. Construction means, techniques, sequences, and procedures.
 7. Safety precautions.
 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.16 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Field Samples.
- E. Labeling.
- F. Testing and inspection services.
- G. Bench marks and control elevations.
- H. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, requires clarification from Engineer before proceeding.
- D. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work using persons qualified to produce required and specified quality.
- F. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- G. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 FIELD SAMPLES

- A. Acceptable samples represent a quality level for the Work.

1.6 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.7 TESTING AND INSPECTION SERVICES

- A. Owner will appoint, employ, and pay for services of Engineer to perform materials inspection and testing including compaction.

- B. Then Engineer will perform inspections, tests, and other services specified in individual specification sections and as required.
- C. Reports will be submitted by Engineer, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with the Engineer; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify General Contractor 2 working days prior to expected time for operations requiring services.
 - 2. Make arrangements with the Engineer and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the Engineer. Payment for testing will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

1.8 BENCHMARKS AND CONTROL ELEVATIONS

- A. Elevations for proposed work shall be from bench marks established for this project.
- B. Verify elevations of existing features against project benchmarks.
- C. Notify Engineer of conflicts in elevations, which affect the proposed work.

1.9 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment commissioning and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary facilities.
- B. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Communication services.
 - 7. Temporary water service.
 - 8. Temporary sanitary facilities.
- C. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.
 - 7. Fire-prevention facilities.
- D. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest and rodent control.
 - 9. Pollution control.
- E. Removal of utilities, facilities, and controls.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY FACILITIES

- A. Temporary Provisions Provided by Contractor:
 - 1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures.
 - 2. Temporary field offices.
 - 3. Cleaning during construction.
 - 4. Access roads and approaches.
 - 5. Temporary elevator.
 - 6. Temporary sanitary facilities.
 - 7. Temporary heating and ventilating after enclosure.
 - 8. Temporary electrical service and distribution system for power and lighting.
 - 9. Temporary telephone and internet service.

1.4 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.
- B. Complement existing power service capacity and characteristics as required for construction operations.
- C. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- D. Provide main service disconnect and overcurrent protection at convenient location switch at source distribution equipment meter.
- E. Permanent convenience receptacles may be used during construction.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be used during construction.

1.6 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

- B. Before operating permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated, and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts. Replace filters at Substantial Completion.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress unless indicated otherwise in individual product Sections.

1.7 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Before operating permanent equipment for temporary cooling purposes, verify installation is approved for operation, equipment is lubricated, and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts. Replace filters at Substantial Completion.
- C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress unless indicated otherwise in individual product Sections.

1.8 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.9 COMMUNICATION SERVICES

- A. Telephone Service: Provide, maintain, and pay for telephone service to field office at time of Project mobilization and until completion of Work.
- B. Facsimile Service: Provide, maintain, and pay for facsimile service including dedicated telephone line to field office at time of Project mobilization and until completion of Work.
- C. Internet Service: Provide, maintain, and pay for broadband Internet service to field office at time of Project mobilization. Provide desktop computer with Microsoft operating system and appropriate office function software, modem, and printer.

1.10 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.11 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.12 FIELD OFFICES AND SHEDS

- A. Designated existing spaces may be used for field offices and for storage:

- B. Provide space for Project meetings, with table and chairs to accommodate.
- C. Locate field offices and sheds a minimum distance of 30 feet from existing and new structures.
- D. When permanent facilities are enclosed with operable utilities, relocate field offices and storage into building, with written agreement of Owner, and remove temporary buildings.
- E. Storage Areas and Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.
- F. Preparation: Fill and grade Sites for temporary structures sloped for drainage away from buildings.
- G. Installation:
 - 1. Install field office spaces ready for occupancy 15 days after date established by Owner-Contractor Agreement.
 - 2. Employee Residential Occupancy: Not allowed on Owner's property.
- H. Maintenance and Cleaning:
 - 1. Weekly janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
 - 2. Maintain walks free of mud, water, snow, and the like.
- I. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.

1.13 VEHICULAR ACCESS

- A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- D. Locate as approved by Engineer.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use designated existing on-Site roads for construction traffic.

1.14 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel.
- B. Locate as approved by Engineer.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of designated areas of existing on-Site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Permanent Pavements and Parking Facilities:
 - 1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
 - 3. Use of permanent parking structures is permitted.
- I. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- J. Removal, Repair:
 - 1. Remove temporary materials and construction at Substantial Completion.
 - 2. Remove underground Work and compacted materials to depth of 2 feet fill and grade Site as indicated.
 - 3. Repair existing and permanent facilities damaged by use, to original condition.
- K. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.15 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.

- D. Collect and remove waste materials, debris, and rubbish from Site and dispose of off-Site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.16 PROJECT IDENTIFICATION

- A. Project Identification Signs:
 - 1. The contractor shall be responsible for constructing and installing project signage at each of the locations where work will be completed, in the location directed by the Owner. These signs shall be submitted as shop drawings for review and approval. All logos and art work shall be provided to the contractor. Prior year's signs may be provided electronically if requested.
 - 2. Content:
 - a. Project title, school district logo and name of Owner.
 - b. The funding mechanism paying for the improvements.
 - c. Summary of the work being done.
 - d. Names of the firms involved in the improvements.
 - e. Name of Prime Contractor.
 - f. Size: 4' x 8'
 - 3. Graphic Design, Colors, and Style of Lettering: Designated by Engineer.
- B. Project Informational Signs:
 - 1. Painted informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.
 - 2. Provide sign at each field office and storage shed. Relocate as Work progress requires.
 - 3. Provide municipal traffic agency directional traffic signs to and within Site.
 - 4. No other signs are allowed without Owner's permission except those required by law.
- C. Design sign and structure to withstand 60 mph wind velocity.
- D. Sign Painter: Experienced as professional sign painter for minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- F. Show content, layout, lettering, color, structure, sizes, and grades of members.
- G. Sign Materials:
 - 1. Structure and Framing: New wood structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
 - 3. Rough Hardware: aluminum.
 - 4. Paint and Primers: Exterior quality, two coats; sign background of white color as selected by Engineer.
 - 5. Lettering: Exterior quality paint, contrasting colors as selected.
- H. Installation:
 - 1. Install Project identification sign within 15 days after date established Owner-Contractor Agreement]
 - 2. Erect at designated location.

3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 5. Paint exposed surfaces of sign, supports, and framing.
- I. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.17 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 2. Traffic Control Signals: As approved by local jurisdictions.
 3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
 2. Confine construction traffic to designated haul routes.
 3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.
- E. Traffic Signs and Signals:
1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 2. Provide, operate, and maintain automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
1. Remove equipment and devices when no longer required.
 2. Repair damage caused by installation.
 3. Remove post settings to depth of 2 feet.

1.18 FIRE-PREVENTION FACILITIES

- A. Smoking is strictly prohibited on Owosso Public Schools property. Owosso Public Schools requires that this policy be enforced by all contractors, subcontractors, suppliers and vendors for the entire duration of the project.

- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Standpipes: Maintain existing standpipes in usable condition to height within one floor of floor being demolished.
- D. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each stairway on each floor of buildings under construction and demolition.
 - 2. Provide minimum of one fire extinguisher in every construction trailer and storage shed.
 - 3. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

1.19 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
 - 1. Barricade Construction: As indicated on Drawings.
 - 2. Covered Walkway Construction: As indicated on Drawings.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
 - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 - 2. Provide 6 foot-high barriers around drip line, with access for maintenance.
 - 3. Replace trees and plants damaged by construction operations.
- D. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.20 ENCLOSURES AND FENCING

- A. Construction: Commercial-grade chain-link fence.
- B. Provide 6-foot-high fence around construction Site; equip with vehicular and pedestrian gates with locks.
- C. Exterior Enclosures:
 - 1. Provide temporary insulated weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- D. Interior Enclosures:
 - 1. Provide temporary partitions and ceilings as indicated on Drawings to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

2. Construction: Framing and plywood sheet materials with closed joints and sealed edges at intersections with existing surfaces.
 - a. Insulated to R-19
 - b. STC rating of 35 according to ASTM E 90.
 - c. Surface-Burning Characteristics: Maximum 200/450 flame-spread/smoke-developed index when tested according to ASTM E 84.
3. Paint surfaces exposed to view from Owner-occupied areas.

1.21 SECURITY

A. Security Program:

1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
2. Initiate program in coordination with Owner's existing security system] at Project mobilization.
3. Maintain program throughout construction period until directed by Engineer.

B. Entry Control:

1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors and make available to Owner on request.
4. Control entrance of persons and vehicles related to Owner's operations.
5. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.

C. Personnel Identification:

1. Provide identification badge for each person authorized to enter premises.
2. Badge to include: Personal photograph, name, [assigned number,] [expiration date,] and employer.
3. Maintain list of accredited persons and submit copy to Owner on request.
4. Require return of badges at expiration of employment on the Work.

D. Security Service:

1. Employ uniformed guard service to provide guards on Site twenty-four hours a day, seven days a week.

E. Restrictions:

1. Do not allow cameras on Site or photographs taken except by written approval of Owner.
2. Do no work on Sundays and days indicated in Owner-Contractor Agreement.

1.22 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.23 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere and into Owner-occupied areas.

1.24 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with sediment and erosion control plan indicated on Drawings.

1.25 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.26 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work and entering facility.
- B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.27 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade Site as indicated on Drawings.

- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- F. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 01 74 19 - Construction Waste Management and Disposal.
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6-foot long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Starting of systems.
- C. Demonstration and instructions.
- D. Testing, adjusting, and balancing.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Manual for materials and finishes.
- H. Manual for equipment and systems.
- I. Spare parts and maintenance products.
- J. Product warranties and product bonds.
- K. Maintenance service.
- L. Examination.
- M. Preparation.
- N. Execution.
- O. Cutting and patching.
- P. Protecting installed construction.
- Q. Final cleaning.

1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.

3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Make final change-over of locks eliminating construction master-key system and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Engineer
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion on AIA G704 - Certificate of Substantial Completion or EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
 6. Owner will occupy portions of building as specified in Section 01 10 00 - Summary.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.

- b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims.
 - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

- 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
- 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Engineer seven days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Video Recordings: Provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
 - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.

2. Include locations of concealed elements of the Work.
3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish first floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer before Substantial Completion.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring capacity expansion binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.

- b. Air and water balance reports.
- c. Certificates.
- d. Originals of warranties and bonds.

1.7 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes within ten days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten days after final inspection.
- F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.
- G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- I. Additional Requirements: As specified in individual product Specification Sections.
- J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes within ten days after final inspection.

- E. Submit in PDF composite electronic indexed file of final manual within ten days after final inspection.
- F. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed by label machine.
- H. Include color-coded wiring diagrams as installed.
- I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- K. Include servicing and lubrication schedule and list of lubricants required.
- L. Include manufacturer's printed operation and maintenance instructions.
- M. Include sequence of operation by controls manufacturer.
- N. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- O. Include control diagrams by controls manufacturer as installed.
- P. Include Contractor's coordination drawings with color-coded piping diagrams as installed.
- Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- R. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- S. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- T. Additional Requirements: As specified in individual product Specification Sections.
- U. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.9 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

- B. Deliver to place in location as directed by Owner; obtain receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.11 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections for one year from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and building movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Engineer for final decision.
 - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- I. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Unit Price – Measure and Payment.
2. References
3. Quality Assurance
4. Delivery, Storage and Handling
5. Coordination
6. Wood Form Materials
7. Prefabricated Forms
8. Formwork Accessories
9. Examination
10. Installation
11. Application – Form Release Agent
12. Installation – Inserts, embedded parts, and openings
13. Form Cleaning
14. Form Removal
15. Erection Tolerances
16. Field Quality Control

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Formwork:

1. Basis of Measurement: Included in the unit price bid for utility installation.
2. Basis of Payment: Includes all associated labor, materials, equipment, form materials, placement, placing accessories, stripping, etc.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest and Paper Association:

1. AF&PA - National Design Specifications for Wood Construction.

C. The Engineered Wood Association:

1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.

- D. ASTM International:
 - 1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
 - 2. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- E. West Coast Lumber Inspection Bureau:
 - 1. WCLIB - Standard Grading Rules for West Coast Lumber.
 - 2. Michigan Department of Transportation 2012 Standard Specifications for Construction.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347.
- B. For wood products furnished for work of this Section, comply with AF&PA.
- C. Perform Work in accordance with State of Michigan Department of Transportation standard construction specifications 2012.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Products storage and handling requirements.
- B. Deliver void forms and installation instructions in manufacturer's packaging.
- C. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

1.6 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

- A. Plywood: Douglas Fir 5 ply species; solid one side grade; sound undamaged sheets with clean, true edges.
- B. Lumber Forms:
 - 1. Application: Use for edge forms and unexposed finish concrete.
 - 2. Boards: 6 inches or 8 inches in width, shiplapped or tongue and groove, "Pine species no. 2 grade with grade stamps clearly visible.
- C. Plywood Forms:
 - 1. Application: Use for exposed finish concrete.
 - 2. Forms: Conform to PS 1; full size 4 x 8 feet panels; each panel labeled with grade trademark of APA/EWA.

3. Plywood for Surfaces to Receive Membrane Waterproofing: Minimum of 5/8 inch thick; APA/EWA "B-B Plyform Structural I Exterior" grade.
4. Plywood where "Smooth Finish" is required, as indicated on Drawings: APA/EWA "HD Overlay Plyform Structural I Exterior" grade, minimum of 3/4 inch thick.

2.2 PREFABRICATED FORMS

- A. Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.
- B. Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, sizes as indicated on Drawings.
- C. Steel Forms: Sheet steel, suitably reinforced, and designed for particular use indicated on Drawings.
- D. Form Liners: Smooth, durable, grainless and non-staining hardboard, unless otherwise indicated on Drawings.
- E. Framing, Studding and Bracing: Stud or No. 3 structural light framing grade.

2.3 FORMWORK ACCESSORIES

- A. Form Release Agent: Colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete; manufactured by W.R. Meadows, or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

3.2 INSTALLATION

- A. Earth Forms:
 1. Trench earth forms neatly, accurately, and at least 2 inches wider than standard detail widths indicated on Drawings.
 2. Trim sides and bottom of earth forms.
 3. Construct wood edge strips at top of each side of trench to secure reinforcing and prevent trench from sloughing.
 4. Form sides of footings where earth sloughs.

5. Tamp earth forms firm and clean forms of debris and loose material before depositing concrete.
- B. Formwork - General:
1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
 3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
 4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
 5. Complete wedging and bracing before placing concrete.
- C. Forms for Smooth Finish Concrete:
1. Use steel, plywood or lined board forms.
 2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
 3. Install form lining with close-fitting square joints between separate sheets without springing into place.
 4. Use full size sheets of form lines and plywood wherever possible.
 5. Tape joints to prevent protrusions in concrete.
 6. Use care in forming and stripping wood forms to protect corners and edges.
 7. Level and continue horizontal joints.
 8. Keep wood forms wet until stripped.
- D. Framing, Studding and Bracing:
1. Space studs at 16 inches on center maximum for boards and 12 inches on center maximum for plywood.
 2. Size framing, bracing, centering, and supporting members with sufficient strength to maintain shape and position under imposed loads from construction operations.
 3. Construct beam soffits of material minimum of 2 inches thick.
 4. Distribute bracing loads over base area on which bracing is erected.
 5. When placed on ground, protect against undermining, settlement or accidental impact.
- E. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301 and MDOT Standard Construction Specifications.
- F. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- G. Obtain Architect/Engineer's approval before framing openings in structural members not indicated on Drawings.
- H. Install void forms in accordance with manufacturer's recommendations.

3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Install formed openings for items to be embedded in or passing through concrete work.
- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install water stops continuous without displacing reinforcement.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- H. Form Ties:
 1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
 2. Place ties at least 1 inch away from finished surface of concrete.
 3. Leave inner rods in concrete when forms are stripped.
 4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.
- I. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- J. Construction Joints:
 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
 3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
 4. Arrange joints in continuous line straight, true and sharp.

- K. Embedded Items:
 - 1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
 - 2. Do not embed wood or uncoated aluminum in concrete.
 - 3. Obtain installation and setting information for embedded items furnished under other Specification sections.
 - 4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
 - 5. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations.

- L. Openings for Items Passing Through Concrete:
 - 1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
 - 2. Coordinate work to avoid cutting and patching of concrete after placement.
 - 3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

- M. Screeds:
 - 1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
 - 2. Slope slabs to drain where required or as shown on Drawings.
 - 3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

- N. Scream Supports:
 - 1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
 - 2. Staking through membrane is not be permitted.

- O. Cleanouts and Access Panels:
 - 1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
 - 2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Leave forms in place for minimum number of days as specified in ACI 347.

3.7 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301 and MDOT Standard Construction Specifications.
- B. Tolerances: Construct formwork to produce completed concrete surfaces within construction tolerances specified in ACI 117.

3.8 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.
- D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:

1. Slabs on grade.
2. Equipment pads.
3. Thrust blocks.
4. Manholes.

B. Related Sections:

1. Section 03 10 00 - Concrete Forming and Accessories:
2. Section 03 39 00 - Concrete Curing.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Thrust Blocks:

1. Basis of Measurement: Included in the unit price bid for utility installation.
2. Basis of Payment: Includes all associated labor, materials, equipment, placement, etc. for a complete installation.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 305 - Hot Weather Concreting.
3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
4. ACI 308.1 - Standard Specification for Curing Concrete.
5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:

1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C33 - Standard Specification for Concrete Aggregates.
4. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.

10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

C. Michigan Department of Transportation:

1. 2012 Standard Specifications for Construction.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Design Data:

1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
2. Identify mix ingredients and proportions, including admixtures.
3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.
- E. Perform Work in accordance with State of Michigan Department of Transportation Standard Specifications for Construction.
- F. Maintain one copy of each document on site.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.
- C. Maintain high early strength concrete temperature after installation at minimum 50 degrees F for minimum 3 days.

1.8 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I or Type IA - Air Entraining Portland type; manufactured by.
- B. Expansive Hydraulic Cement: ASTM C845.
- C. Coarse Aggregates: ASTM C33.
 - 1. In accordance with MDOT 6AA.
- D. Fine Aggregate: ASTM C33.
 - 1. In accordance with MDOT 2NS.
- E. Water: ACI 318; potable, without deleterious amounts of chloride ions.

2.2 ADMIXTURES

- A. Furnish materials according to State of Michigan Department of Transportation standard specification for construction.
- B. Air Entrainment: ASTM C260.
- C. Chemical: ASTM C494/C494M.
 - 1. Type A - Water Reducing.
 - 2. Type B - Retarding.
 - 3. Type C - Accelerating.
 - 4. Type F - Water Reducing, High Range.
- D. Fly Ash: ASTM C618 Class C.
- E. Plasticizing: ASTM C1017/C1017M Type I, plasticizing.

2.3 ACCESSORIES

- A. Bonding Agent: Two component modified epoxy resin.
 - 1. Manufacturers:
 - a. Sikadur 32, Hi-Mod LV manufactured by Sika Corp; concessive 1001 LPL, 3007.
 - b. Substitutions: Or equal manufactured by structural bonding company.
- B. Non-Shrink Grout: ASTM C1107/C1107M; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
 - 1. Manufacturers:
 - a. Five Star Grout as manufactured by U.S. Grout Company.
 - b. Or equal.
- C. Epoxy Adhesive: Two components epoxy resin adhesive; Sikadur 35, Hi-Mod LV manufactured by Sika Corporation, Glendale Hts., IL 708-924-7900.

- D. Adhesive Anchors: Hilti HVA adhesive anchoring system. Hilti adhesive anchors shall be comprised on an HEA capsule with an ASTM A193, Grade B & HAS stainless steel rod assembly with stainless steel ASTM F594 nuts and ANSI B 18.221 (1965), Type A, plain washers under the turned element. Install per manufacturer's specifications.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 to 1 inch thick; tongue and groove profile; manufactured by A.C.D. International or equal.
- B. Construction Joint Devices: ANSI/ASTM D1751 type; 1/4 inch to 1 inch thick, manufactured by A.C.D. International or equal.
- C. Expansion and Contraction Joint Devices: Supply materials in accordance with MDOT 2012 standard specifications for construction.
- D. Sealant: ASTM D6690, Type I; Son-No-Mar, manufactured by Sonneborn Building Products or equal.

2.5 CONCRETE MIX

- A. Select proportions for normal weight concrete in accordance with ACI 301 Method 2.
- B. Select proportions for concrete in accordance with ACI 318 without trial mixtures or field experience when approved by Engineer.
- C. Provide concrete to the following criteria:

Concrete Grade: MDOT P1/S2

Material and Property	Measurement
Flexural Strength (7 day)	550 psi
Flexural Strength (28 day)	650 psi
Compressive Strength (7 day)	2,600 psi
Compressive Strength (28 day)	3,500 psi
Cement Type	Type A or IA
Cement Content (minimum)	6.0 sacks
Coarse Aggregate Type	6AA
Coarse Aggregate	72 percent by bulk volume (Dry, loose)
Fine Aggregate	2NS
Air Content	6.5 percent plus or minus 1.5 percent
Slump	4 inches plus or minus 1 inch

Concrete Grade: MDOT P2/S3

Material and Property	Measurement
Flexural Strength (7 day)	500 psi
Flexural Strength (28 day)	600 psi
Compressive Strength (7 day)	2,200 psi
Compressive Strength (28 day)	3,000 psi
Cement Type	Type I or IA
Cement Content (minimum)	5.5 sacks
Coarse Aggregate Type	6AA
Coarse Aggregate	74 percent by bulk volume (Dry, loose)
Fine Aggregate	2NS
Air Content	6.5 percent plus or minus 1.5 percent
Slump	4 inches plus or minus 1 inch

- D. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Engineer.
1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
 2. Do not use calcium chloride nor admixtures containing calcium chloride.
 3. Use set retarding admixtures during hot weather.
 4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing.
 5. For concrete exposed to deicing chemicals, limit fly ash, pozzolans, silica fume, and slag content as required by applicable ACI code.
- E. Average Compressive Strength Reduction: Permitted in accordance with ACI 318.
- F. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M.
- G. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 and MDOT Standard Specifications for Construction.
- B. Notify testing laboratory and Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- D. Deposit concrete at final position. Prevent segregation of mix.
- E. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- F. Consolidate concrete after placing by means of mechanical vibrators or other suitable tools approved by the Engineer.
- G. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- H. Place concrete continuously between predetermined expansion, control, and construction joints.
- I. Do not interrupt successive placement; do not permit cold joints to occur.
- J. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- K. Concrete transported in a truck mixer, agitator or other transportation device shall be discharged at the job within 1 1/2 hours after the cement has been added to the water or aggregates.
- L. When hand mixing is authorized, it shall be done on a watertight platform and in such a manner as to ensure a uniform distribution of the materials throughout the mass. Mixing shall continue until a homogeneous mixture of the required consistency is obtained.
- M. Retempering of partially hardened concrete or mortar will not be permitted.

3.4 CONCRETE FINISHING

A. Formed Surfaces:

1. As a minimum of formed surfaces shall receive a plain finish and rubbed finish.
2. Plain Finish: Immediately after removal of forms, all fins and loose material shall be removed and all holes, voids, aggregate pockets and depressions shall be cut out to solid concrete. All such defective areas shall be cleaned and wetted thoroughly and immediately be brushed and net cement and filled with Portland Cement grout finished, flush with the adjacent surfaces. Patch work shall be damp cured for a period of 48 hours and, when exposed, it shall be finished to match adjacent surfaces.
3. Rubbed Finish: All form marks and other such irregularities shall be removed by rubbing the surface with a Carborundum stone and water as soon as practical after form removal.
4. Bagged Finish: All formed surfaces which are not earth backfilled shall receive a bagged finish. All air and water voids shall be finished flush with the wall surface. The wall shall first be moistened with water. Portland cement grout matching the color of the base concrete shall be worked into the voids using burlap or sponge rubber finishing pads.

B. Unformed Surface Finishes

1. Troweled Finish: After a floated finish, provide a smooth surface, free of defects with a steel trowel. Follow the first troweling with a second troweling after the concrete has hardened sufficiently to produce a ringing sound as the towel is moved over the surface. The finish surface shall be essentially free of trowel marks, uniform in texture and appearance and shall be plane to 1/8" in 10 ft. tolerance.
2. Broomed Finish: After receiving the floated and troweled finishes, apply a broomed finish with a fiber-bristle brush in a direction transverse to the line of traffic.
3. Floated Finish: Place, consolidate, strike off and level concrete. After the concrete has stiffened sufficiently, floating shall begin using a had float, power trowel and float shoes or powered disc float. Cut down high spots and fill low spots to 1/4" in 10 ft. tolerance. Float to a uniform sandy texture.
4. Scratched Finish: After the concrete has been placed consolidated, struck off and leveled to a 1/4" in 2 ft. tolerance, roughen with stiff brushes or rakes before the final set.

C. Finish concrete floor surface in accordance with ACI 301.

D. Provide a troweled finish for base slabs.

E. Provide a floated finish for slabs as directed by the Engineer.

F. Provide a broom finish for exterior slabs, sidewalks, pavements and where directed by the Engineer.

G. Provide a scratched finish where concrete is specified to receive a subsequent concrete tapping.

H. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at one inch per 10 feet unless otherwise indicated on drawings.

I. Maximum variation of surface flatness for exposed concrete floors 1/8 inch in 10 feet.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure concrete in accordance with MDOT Standard Specification for Construction.
- D. Membrane Curing Compound: Apply curing compound in accordance with manufacturer's instructions. Curing compound shall not contain any ingredients which might stain or otherwise injure the concrete or prevent a good bond for subsequent coatings or finishing's.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with MDOT Standard Specification for Construction.
- C. Provide free access to Work and cooperate with appointed firm.
- D. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of Work.
- E. Concrete Inspections:
 - 1. Continuous Placement Inspection: Inspect for proper installation procedures.
 - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- F. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
 - 3. Sample concrete and make one set of three cylinders for every 75 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
 - 4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
 - 5. Make one additional cylinder during cold weather concreting, and field cure.
- G. Field Testing:
 - 1. Slump Test Method: ASTM C143/C143M.
 - 2. Air Content Test Method: ASTM C231.
 - 3. Temperature Test Method: ASTM C1064/C1064M.
 - 4. Measure slump and temperature for each compressive strength concrete sample.
 - 5. Measure air content in air entrained concrete for each compressive strength concrete sample.

- H. Cylinder Compressive Strength Testing:
 - 1. Test Method: ASTM C39/C39M.
 - 2. Test Acceptance: In accordance with MDOT Standard Specification for Construction.
 - 3. Test one cylinder at 7 days.
 - 4. Test two cylinders at 28 days.
 - 5. Dispose remaining cylinders when testing is not required.
- I. Core Compressive Strength Testing:
 - 1. Sampling and Testing Procedures: ASTM C42/C42M.
 - 2. Test Acceptance: In accordance with MDOT Standard Specification for Construction.
 - 3. Drill three cores for each failed strength test from concrete represented by failed strength test.
- J. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed by Engineer in accordance with MDOT Standard Specification for Construction.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Surface preparation and field application of paints, and other coatings.
- B. Related Requirements:
 - 1. Section 09 72 00 - Wall Coverings: Primer and sealer under wall covering.
 - 2. Section 09 96 00 - High-Performance Coatings: Paints and coatings with better scrubbability and durability than normal or with increased protection from corrosion.
 - 3. Section 09 96 35 - Chemical-Resistant Coatings: Paints and coatings with chemical resistance appropriate to application.

1.2 DEFINITIONS

- A. Refer to ASTM D16 for definitions of terms used in this Section.

1.3 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 - 2. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.4 PREINSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Requirements for preinstallation meeting.
- B. Convene minimum one week prior to commencing Work of this Section.

1.5 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.
- B. Do not apply finish coats until paintable sealant is applied.
- C. Back prime wood trim before installation of trim.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit manufacturer data on all finishing products.
 - 2. Include MPI - Approved Products Lists with proposed products highlighted.
- C. Samples:
 - 1. Submit samples, illustrating range of colors available for each surface finishing product as scheduled.
 - 2. Painted Samples:
 - a. Submit two painted samples, illustrating selected colors and textures for each selected color and system with specified coats cascaded.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer Instructions: Submit special surface preparation procedures, substrate conditions requiring special attention.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Qualifications Statements:
 - 1. Submit qualifications for manufacturer and applicator.
 - 2. Submit manufacturer's approval of applicator.

1.7 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Operation and Maintenance Data: Submit information on cleaning, touchup, and repair of painted and coated surfaces.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance materials.
- B. Extra Stock Materials:
 - 1. Furnish 1 gallon of each color, type, and surface texture as provided for Project.
 - 2. Label each container with manufacturer's label, color, type, texture, and site location.
 - 3. Store where directed by Owner.

1.9 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Comply with indicated MPI standards.
 - 2. Products: Listed in MPI - Approved Products List.

- B. Surface Burning Characteristics:
 - 1. Fire-Retardant Finishes: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.
- C. Maintain one copy of each standard affecting Work of this Section on Site.

1.10 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
- B. Applicator: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

1.11 MOCKUPS

- A. Section 01 40 00 - Quality Requirements: Requirements for mockup.
- B. Size: Construct mockup panel, four feet long by four feet wide, illustrating coating color, texture, and finish.
- C. Locate where directed by Architect/Engineer.
- D. Remove mockup when directed by Architect/Engineer.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Container Labeling: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Inspection:
 - 1. Accept materials on Site in manufacturer's sealed and labeled containers.
 - 2. Inspect for damage and to verify acceptability.
- D. Store materials in ventilated area and otherwise according to manufacturer instructions.
- E. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.13 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Requirements for ambient condition control facilities for product storage and installation.

- B. Storage Conditions:
 1. Minimum Ambient Temperature: 45 degrees F.
 2. Maximum Ambient Temperature: 90 degrees F

- C. Application Conditions:
 1. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint manufacturer.
 2. Do not apply exterior coatings during rain or snow, when relative humidity is outside humidity ranges, or when moisture content of surfaces exceeds those required by paint manufacturer.
 3. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors and 50 degrees F for exteriors, unless otherwise indicated by manufacturer instructions.
 4. Minimum Application Temperature for Varnish and Finishes: 65 degrees F for interiors and exteriors, unless otherwise indicated by manufacturer instructions.
 5. Lighting Level: 80 fc measured mid-height at substrate surface.

1.14 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish five-year manufacturer's warranty for paint and coatings.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 1. Benjamin Moore, Coronado Paint Company, Sherwin-Williams, Glidden Division I.C.I., or Engineer Approved Equal.
 2. Substitutions: As specified in Section 01 60 00 - Product Requirements.
 3. Furnish materials according to manufacturer's standards.

- B. Materials:
 1. Coatings:
 - a. Ready mixed, except field-catalyzed coatings.
 - b. Capable of drying or curing free of streaks or sags.
 2. Patching Materials: Latex filler.
 3. Fastener Head Cover Materials: Latex filler.
 4. Accessories:
 - a. Grade: Commercial.
 - b. Linseed oil.
 - c. Shellac.
 - d. Turpentine.
 - e. Paint thinners.
 - f. Other materials not specifically indicated but required to achieve specified finishes.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for application examination.
- B. Verify that surfaces are ready to receive Work as recommended by product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of Work, and report conditions capable of affecting proper application to Architect/Engineer.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Moisture Content:
 - 1. Measure moisture content of surfaces using electronic moisture meter.
 - 2. Do not apply finishes unless moisture content of surfaces are below following maximums:
 - a. Plaster and Gypsum Wallboard: 12 percent.
 - b. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - c. Interior Wood: 15 percent, measured according to ASTM D4442.
 - d. Exterior Wood: 15 percent, measured according to ASTM D4442.
 - e. Concrete Floors: 8 percent.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for application preparation.
- B. Prepare coatings as follows:
 - 1. To soft paste consistency, capable of being readily and uniformly dispersed to homogeneous coating.
 - 2. For smooth flow and brushing properties.
- C. Surface Appurtenances: Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- D. Defects:
 - 1. Correct defects and clean surfaces capable of affecting Work of this Section.
 - 2. Remove or repair existing coatings exhibiting surface defects.
- E. Marks: Seal marks that may bleed through surface finishes with shellac.
- F. Impervious Surfaces:
 - 1. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach.
 - 2. Rinse with clean water and allow surface to dry.
- G. Aluminum Surfaces Scheduled for Paint Finish:
 - 1. Remove surface contamination by steam or high-pressure water.
 - 2. Remove oxidation with acid etch and solvent washing.

3. Apply etching primer immediately following cleaning.
- H. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- I. Concrete Floors:
1. Remove contamination, acid etch, and rinse floors with clear water.
 2. Verify that required acid-alkali balance is achieved.
 3. Allow to dry.
- J. Gypsum Board Surfaces:
1. Latex fill minor defects with filler compound.
 2. Spot-prime defects after repair.
- K. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish:
1. Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter.
 2. Remove oil and grease with solution of tri-sodium phosphate, rinse well, and allow to dry.
 3. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water, and allow to dry.
- L. Plaster Surfaces:
1. Fill hairline cracks, small holes, and imperfections with latex patching plaster.
 2. Make smooth and flush with adjacent surfaces.
 3. Wash and neutralize high-alkali surfaces.
- M. Shop-Primed Steel Surfaces:
1. Sand and scrape to remove loose primer and rust.
 2. Feather edges to make touch-up patches inconspicuous.
 3. Clean surfaces with solvent.
 4. Prime bare steel surfaces.
- N. Interior Wood Items Scheduled to Receive Paint Finish:
1. Wipe off dust and grit prior to priming.
 2. Seal knots, pitch streaks, and sappy sections with sealer.
 3. Fill nail holes and cracks after primer has dried.
 4. Sand between coats.
- O. Glued-Laminated Beams: Prior to finishing, wash surfaces with solvent, and remove grease and dirt.
- P. Metal Doors Scheduled for Painting: Prime metal door at top and bottom edge surfaces.
- Q. Existing Work:
1. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

3.3 APPLICATION

- A. Comply with MPI - Architectural Painting Manual.

- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform appearance.
- D. Apply each coat of paint slightly darker than preceding coat, unless specified otherwise.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Cleaning:
 - 1. Vacuum surfaces to remove loose particles.
 - 2. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Fillers:
 - 1. If clear finishes are required, tint fillers to match wood.
 - 2. Work fillers into grain before set, and wipe excess from surface.
- H. Concealed Surfaces:
 - 1. Prime concealed surfaces of interior and exterior woodwork with primer paint.
 - 2. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Inspecting and Testing: Comply with MPI - Architectural Painting Manual.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Collect waste material that may constitute fire hazards, place in closed metal containers, and remove daily from Site.

3.6 ATTACHMENTS

SCHEDULE - INTERIOR SURFACES

- A. Wood - Painted:
 - 1. One coat of alkyd prime sealer.
 - 2. Two coats of alkyd enamel, semigloss.
- B. Wood - Intumescent Coating:
 - 1. Fire-Retardant, Clear, Water-Based Coating System MPI INT 6.3S:
 - a. Prime Coat and Intermediate Coat: As recommended by topcoat manufacturer.
 - b. Topcoat: Fire-retardant coating, interior, clear, MPI #62.
 - 2. Fire-Retardant, Clear, Solvent-Based Coating System MPI INT 6.3SS:
 - a. Prime Coat and Intermediate Coat: As recommended by topcoat manufacturer.
 - b. Topcoat: Fire-retardant topcoat, clear, alkyd, interior MPI #66.

- C. Concrete, Restored Masonry:
 - 1. Latex System MPI INT 3.1A MPI INT 3.1E:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Prime Coat: Matching topcoat.
 - c. Intermediate Coat: Matching topcoat.
 - d. Topcoat: Latex, interior, flat, (MPI Gloss Level 1), MPI #53.
 - e. Topcoat: Latex, interior, semigloss, (MPI Gloss Level 5), MPI #54.
 - 2. Institutional Low-Odor/VOC Latex System MPI INT 3.1M:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, flat (MPI Gloss Level 1), MPI #143.
 - d. Topcoat: Latex, interior, institutional low odor/VOC, semigloss (MPI Gloss Level 5), MPI #147.
 - 3. Alkyd System MPI INT 3.1D:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Alkyd, interior, flat (MPI Gloss Level 1), MPI #49.
 - d. Topcoat: Alkyd, interior, semigloss (MPI Gloss Level 5), MPI #47.

- D. Concrete Block:
 - 1. Latex System MPI INT 4.2A:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Latex, interior, flat, (MPI Gloss Level 1), MPI #53.
 - d. Topcoat: Latex, interior, semigloss, (MPI Gloss Level 5), MPI #54.
 - 2. Institutional Low-Odor/VOC Latex System MPI INT 4.2E:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, flat (MPI Gloss Level 1), MPI #143.
 - d. Topcoat: Latex, interior, institutional low odor/VOC, semigloss (MPI Gloss Level 5), MPI #147.
 - 3. Alkyd System MPI INT 4.2C:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Alkyd, interior, flat (MPI Gloss Level 1), MPI #49.
 - d. Topcoat: Alkyd, interior, semigloss (MPI Gloss Level 5), MPI #47.

- E. Gypsum Board and Plaster Walls:
 - 1. One coat of alkyd primer sealer.
 - 2. Two coats of latex acrylic enamel, semigloss.

- F. Gypsum Board and Plaster Ceilings:
 - 1. One coat of alkyd primer sealer.
 - 2. Two coats of latex acrylic enamel, flat.

- G. Wall Surfaces under Vinyl Wall Covering:
 - 1. Two coats of alkyd primer sealer.

H. Fire-Retardant Finish:

1. Fire-Retardant Coating, Pigmented, Solvent-Based System MPI INT 9.2H:
 - a. Prime Coat and Intermediate Coat: As recommended by topcoat manufacturer.
 - b. Topcoat: Fire-retardant coating, alkyd, interior, flat MPI #63.
2. Fire-Retardant Coating, Pigmented, Water-Based System MPI INT 9.2J:
 - a. Prime Coat and Intermediate Coat: As recommended by topcoat manufacturer.
 - b. Topcoat: Fire-retardant coating, latex, interior, flat MPI #64.
 - c. Topcoat: Fire-retardant topcoat, latex, interior MPI #67.

SCHEDULE - COLORS

A. Gymnasium:

1. North, south, west, and east walls - White.
2. Paint access panels same as walls.

END OF SECTION

09 93 00

GYMNASIUM FLOOR REPAIR AND REFINISH

I. GENERAL

A. Scope of Work:

1. Extent of wood flooring is repair and refinishing consists of the High School Gym containing 18,480 square feet:

- A. Patch and repair of existing gym floor.
- B. Refinish existing wood gym floor.
- C. Fabricate and Paint New Logos as furnished by Owner format: .AI/.EPS: File must be layered for each color with bleed lines and to size.

B. Quality Assurance:

1. Installer Qualification: Installer will be required to present documentation attesting that he:

- A. Installer must have a current MFMA accreditation certificate.
- B. Installer has financial capability to produce and prosecute the project within the time period specified.
- C. Installer possesses a minimum of five (5) years continuous experience as a firm doing business under the same name, engaged principally as a contractor for the work proposed.
- D. Installer to provide a list of at least five (5) jobs completed, listing names, addresses and phone numbers of owners and dates of contract completion.
- E. Installer to provide tabulation of equipment and facilities at his disposal to do the work.
- F. Installer has a current bonding capacity to accommodate the proposed work.
- G. Installer has an experienced staff and technical organization for the project.
- H. Installer maintains an office with full-time employees in a commercial space.
- I. Installer will be the only firm performing the work to ensure undivided responsibility and will not subcontract the work.

2. General Standard: Comply with recommendations of Maple Flooring Manufacturer's Association.

3. Source Quality Control: Obtain flooring materials from single manufacture or source, to ensure match of quality, color, pattern and texture.

C. Submittals:

1. **Product Data:** Submit manufacturer's detailed instructions for handling, storage, installation, finishing, protection and maintenance.
 - A. Submit game line layout drawing indicating court(s), colors and location
 - B. Submit samples of wood flooring containing mill stamp and grade marking.
 - C. Submit Manufacturer's Maintenance guide for maple flooring and Gym Finish.
 - D. Submit Manufacturer's product data, MSDS (Material Safety Data Sheets) for finish and paint.
 - E. Submittal Manufacturer's Color Paint Chart.

D. Job Condition:

1. **Delivery, Storage and Handling:** Protect wood flooring from excessive moisture in shipment, storage, and handling. Deliver in unopened cartons or bundles and store in a dry place, with adequate air circulation.
2. **Conditioning:** Do not proceed with installation of wood flooring repairs until work and storage area temperature and humidity controls to meet specification and manufacturer's requirements. Condition wood that will be used for repairs for seven (7) days prior to start of installation/repairs by placing in spaces to receive flooring and maintaining ambient temperature between 65° and 70° before, during and after installation. Open packages of wood flooring which are sealed (if any) to permit natural adjustment of moisture content.

E. Special Project Warranty:

1. Submit a one (1) year warranty signed by Manufacturer, Installer, agreeing to repair or replace wood flooring which shrinks, warps, cracks, or otherwise deteriorates excessively, or which breaks its anchorage or bond with substrate or otherwise fails to perform as required, due to failures of materials and/or workmanship and not due to unusual exposure to moisture or other abusive forces or elements not anticipated for application.

II EXECUTION

A. Inspection:

1. Examine substrates on which wood flooring will be installed for tolerance and dryness, and other conditions under which work will be performed as applicable. Do not proceed with work until unsatisfactory conditions have been corrected in an acceptable manner. Document existing Game Line Layout for all Game Courts. Paint Colors and Location.

B. Installation of Patch/Repair Work:

1. Carefully identify cracked boards to be replaced. Pattern route out top 5/16" of each Board to be replaced. Care should be taken to stagger patch work end joints. Adhere each maple blank in a full bed of 3M two part epoxy Part #58237. Each patch should be left approximately 1/32" high or proud of the surrounding flooring. Take great attention to sanding the patch work flat during the refinishing process.

C. Finishing (3 coat system):

1. Sand the floor using a heavy duty type drum sander with grades of sand paper (coarse, medium and fine) consistent with the floor conditions until a smooth and uniform surface has been reached.
2. Areas next to walls or obstructions where drum sanders cannot reach shall be prepared using an edger.
3. Final sanding shall be accomplished by using a buffer. First cut with 80 grit "screen back" going across grain then cut with 100 grit "screen back" going with the grain. Sweep and vacuum the entire floor.
4. Inspect the entire floor area to ensure the surface is smooth, even, free of sander chatter marks, swirls and gouges.
5. Using a lamb wool applicator, apply four coats of finish. The last two coats shall be catalyst between each coat the entire floor shall be buffed with steel wool then tacked and cleaned.
6. Apply (1) coat of Hillyard 350 VOC Gym Finish listed above. Apply in accordance with finish manufacturer's instructions.
7. Screen back or steel wool and vacuum or tack between each coat, if required by the floor finish manufacturer.
8. Layout and paint game lines as they exist or per contract drawings.
9. Apply (2) coats of Hillyard 350 VOC Gym Finish.

D. CLEANING

1. Clean up all unused materials and debris and remove them from premises.

E. PROTECTION

The owner will prohibit traffic on floor finish for 72 hours after application of the last finish coat. Aggressive use of the floor should be avoided for an additional 7 day.

F. SAMPLE GRAPHICS FOR MAIN (CENTER) BASKETBALL COURT

1. Place a Trojan head (logo below) inside the 3 point line similar to the Pelicans “water mark” shown below. Final design to be approved by OWNER. Submit samples for approval.



2. Replace the center court logo with an “O” with “Owosso” written through, (see sample in picture below). Approximate dimensions 20’ x 16’. Final design to be approved by OWNER. Submit samples for approval.



3. Replace the “Trojans” along the sidelines, two locations, with a new (different) font, to be approved by OWNER. Size to be similar to existing. Submit samples for approval.



4. Replace the two Trojan logos along the idelines, with a new (different) font, to be approved by OWNER. Size to be similar to existing. Submit samples for approval.



SECTION 26 05 03
EQUIPMENT WIRING CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes electrical connections to equipment.
- B. Related Sections:
 - 1. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
 - 2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Submittal procedures.
- B. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- C. Determine connection locations and requirements.
- D. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- E. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.1 CORD AND PLUGS

- A. Attachment Plug Construction: Conform to NEMA WD 1.
- B. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
- C. Cord Construction: Type SJO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
- D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

- A. Remove exposed abandoned equipment wiring connections.
- B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.
- C. Extend existing equipment connections using materials and methods compatible with existing electrical installations, or as specified.

3.3 INSTALLATION

- A. Make electrical connections.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install receptacle outlet to accommodate connection with attachment plug.
- E. Install cord and cap for field-supplied attachment plug.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.4 ADJUSTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
- B. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes building wire and cable; nonmetallic-sheathed cable; direct burial cable; service entrance cable; armored cable; metal clad cable; and wiring connectors and connections.
- B. Related Sections:
 - 1. Section 26 05 53 - Identification for Electrical Systems: Product requirements for wire identification.
 - 2. Section 31 23 17 - Trenching: Execution requirements for trenching required by this section.
 - 3. Section 31 23 23 - Fill: Requirements for backfill to be placed by this section.

1.2 REFERENCES

- A. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.
 - 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriters Laboratories, Inc.:
 - 1. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
 - 1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
 - 2. Stranded conductors for control circuits.
 - 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 - 4. Conductor not smaller than 14 AWG for control circuits.
 - 5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
 - 1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
 - 2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
 - 3. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
 - 4. Underground Locations: Use only building wire, Type THHN/THWN insulation, in raceway.

1.4 DESIGN REQUIREMENTS

- A. Conductor sizes are based on copper unless indicated as aluminum or "AL".
- B. When aluminum conductor is substituted for copper conductor, size to match circuit requirements, terminations, conductor ampacity and voltage drop.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit for building wire and each cable assembly type.
- C. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors.
- D. Test Reports: Indicate procedures and values obtained.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of components and circuits.

1.7 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
- B. Perform Work in accordance with manufacturer's instructions and regulatory requirements.
- C. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.9 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

1.10 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.

- C. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

PART 2 PRODUCTS

2.1 BUILDING WIRE

- A. Product Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 60 degrees C.
- E. Insulation Material: Thermoplastic.

2.2 WIRING CONNECTORS

- A. Split Bolt Connectors:
- B. Solderless Pressure Connectors:
- C. Spring Wire Connectors:
- D. Compression Connectors:

2.3 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify interior of building has been protected from weather.
- C. Verify mechanical work likely to damage wire and cable has been completed.
- D. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 EXISTING WORK

- A. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
- B. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
- C. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
- D. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.
- E. Clean and repair existing wire and cable remaining or wire and cable to be reinstalled.

3.4 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- D. Special Techniques--Building Wire in Raceway:
 - 1. Pull conductors into raceway at same time.
 - 2. Install building wire 4 AWG and larger with pulling equipment.
- E. Special Techniques - Cable:
 - 1. Protect exposed cable from damage.
 - 2. Support cables above accessible ceiling, using spring metal clips or plastic cable ties to support cables from structure. Do not rest cable on ceiling panels.
 - 3. Use suitable cable fittings and connectors.
- F. Special Techniques - Direct Burial Cable:
 - 1. Trench and backfill for direct burial cable installation. Refer to Section 31 23 23 and Section 31 23 17. Install warning tape along entire length of direct burial cable, within 3 inches of grade.
 - 2. Use suitable direct burial cable fittings and connectors.
- G. Special Techniques - Wiring Connections:
 - 1. Clean conductor surfaces before installing lugs and connectors.

2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
 7. Terminate aluminum conductors with tin-plated, aluminum-bodied compression connectors only. Fill with anti-oxidant compound before installing conductor.
 8. Install suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- H. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.
- I. Install terminal lugs on ends of 600 volt wires unless lugs are furnished on connected device, such as circuit breakers.
- J. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
- K. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.5 WIRE COLOR

- A. General:
1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
 - a. Black and red for single phase circuits at 120/240 volts.
 - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
 - c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
 2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
 - a. Black and red for single phase circuits at 120/240 volts.
 - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
 - c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
- B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.
- C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
- D. Feeder Circuit Conductors: Uniquely color code each phase.

- E. Ground Conductors:
 - 1. For 6 AWG and smaller: Green.
 - 2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 33
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
- B. Related Sections:
 - 1. Section 26 05 03 - Equipment Wiring Connections.
 - 2. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 3. Section 26 05 29 - Hangers and Supports for Electrical Systems.
 - 4. Section 26 05 34 - Floor Boxes for Electrical Systems.
 - 5. Section 26 05 36 - Cable Trays for Electrical Systems.
 - 6. Section 26 05 39 - Underfloor Raceways for Electrical Systems.
 - 7. Section 26 05 53 - Identification for Electrical Systems.
 - 8. Section 26 27 16 - Electrical Cabinets and Enclosures.
 - 9. Section 26 27 23 - Indoor Service Poles.
 - 10. Section 26 27 26 - Wiring Devices.
 - 11. Section 27 05 33 - Conduits and Backboxes for Communications Systems.
 - 12. Section 27 05 36 - Cable Trays for Communications Systems.
 - 13. Section 28 05 28.33 - Conduits and Backboxes for Electronic Safety and Security.
 - 14. Section 28 05 28.36 - Cable Trays for Electronic Safety and Security.
 - 15. Section 33 71 19 - Electrical Underground Ducts and Manholes.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
 - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
 - 3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - 6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
 - 7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory

requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.

- B. Underground More than 5 feet outside Foundation Wall: Provide rigid steel conduit, plastic coated conduit, thickwall nonmetallic conduit. Provide cast metal boxes or nonmetallic handhole.
- C. Underground within 5 feet from Foundation Wall: Provide rigid steel conduit, plastic coated conduit, thickwall nonmetallic conduit. Provide cast metal or nonmetallic boxes.
- D. In or Under Slab on Grade: Provide rigid steel conduit, plastic coated conduit, thickwall nonmetallic conduit. Provide cast or nonmetallic metal boxes.
- E. Outdoor Locations, Above Grade: Provide rigid steel conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes.
- F. In Slab above Grade: Provide rigid steel conduit or thickwall nonmetallic conduit. Provide cast nonmetallic boxes.
- G. Wet and Damp Locations: Provide rigid steel conduit, or thickwall nonmetallic conduit. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.
- H. Concealed Dry Locations: Provide rigid steel conduit, or thickwall nonmetallic conduit. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
- I. Exposed Dry Locations: Provide rigid steel conduit, or electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit for the following:
 - 1. Flexible metal conduit.
 - 2. Liquidtight flexible metal conduit.
 - 3. Nonmetallic conduit.
 - 4. Flexible nonmetallic conduit.
 - 5. Nonmetallic tubing.
 - 6. Raceway fittings.
 - 7. Conduit bodies.
 - 8. Surface raceway.
 - 9. Wireway.
 - 10. Pull and junction boxes.
 - 11. Handholes.

- C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Project Record Documents:
 - 1. Record actual routing of conduits larger than 2 inch.
 - 2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- C. Protect PVC conduit from sunlight.

1.8 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.
- C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Rigid Aluminum Conduit: ANSI C80.5.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit. (all steel fittings.)

2.2 PVC COATED METAL CONDUIT

- A. Product Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil thick.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction.
- B. Fittings: NEMA FB 1.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction with PVC jacket.
- B. Fittings: NEMA FB 1.

2.5 ELECTRICAL METALLIC TUBING (EMT)

- A. Product Description: ANSI C80.3; galvanized tubing.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, compression type.

2.6 NONMETALLIC CONDUIT

- A. Product Description: NEMA TC 2; Schedule 80 PVC.
- B. Fittings and Conduit Bodies: NEMA TC 3.

2.7 NONMETALLIC TUBING

- A. Product Description: NEMA TC 2.
- B. Fittings and Conduit Bodies: NEMA TC 3.

2.8 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required.
 - 2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, cast ferrous alloy. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.
- D. Wall Plates for Finished Areas: As specified in Section 26 27 26.
- E. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.9 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 16.

- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, flanged, recessed cover box for flush mounting:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: "ELECTRIC" or as indicated.
- E. Fiberglass Handholes: Die-molded, glass-fiber hand holes:
 - 1. Cable Entrance: Pre-cut 6 inch x 6 inch cable entrance at center bottom of each side.
 - 2. Cover: Glass-fiber, weatherproof cover with nonskid finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 EXISTING WORK

- A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.
- B. Remove concealed abandoned raceway to its source.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.
- D. Maintain access to existing boxes and other installations remaining active and requiring access. Modify installation or provide access panel.
- E. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- F. Clean and repair existing raceway and boxes to remain or to be reinstalled.

3.3 INSTALLATION

- A. Install Work in accordance with manufacturers and regulatory standards.
- B. Ground and bond raceway and boxes in accordance with Section 26 05 26.
- C. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.
- D. Identify raceway and boxes in accordance with Section 26 05 53.

E. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.4 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- F. Do not attach raceway to ceiling support wires or other piping systems.
- G. Construct wireway supports from steel channel specified in Section 26 05 29.
- H. Route exposed raceway parallel and perpendicular to walls.
- I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- J. Route conduit in and under slab from point-to-point.
- K. Maximum Size Conduit in Slab above Grade: 3/4 inch. Do not cross conduits in slab.
- L. Maintain clearance between raceway and piping for maintenance purposes.
- M. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.
- N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- O. Bring conduit to shoulder of fittings; fasten securely.
- P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
- Q. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations.
- R. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install hydraulic one-shot bender to fabricate factory elbows for bends in metal conduit larger than 2 inch size.
- S. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

- T. Install fittings to accommodate expansion and deflection where raceway crosses, control and expansion joints.
- U. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- V. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
- W. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.
- X. Close ends and unused openings in wireway.

3.5 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
- B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
- C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.
- H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- I. Install stamped steel bridges to fasten flush mounting outlet box between studs.
- J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- K. Install adjustable steel channel fasteners for hung ceiling outlet box.
- L. Do not fasten boxes to ceiling support wires or other piping systems.
- M. Support boxes independently of conduit.
- N. Install gang box where more than one device is mounted together. Do not use sectional box.
- O. Install gang box with plaster ring for single device outlets.

3.6 INTERFACE WITH OTHER PRODUCTS

- A. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.
- B. Locate outlet boxes to allow luminaires positioned as indicated on reflected ceiling plan.
- C. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.7 ADJUSTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused openings in boxes.

3.8 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Clean interior of boxes to remove dust, debris, and other material.
- C. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 51 00
INTERIOR LIGHTING

1.1 SUMMARY

- A. Section includes interior luminaires, lamps, ballasts, and accessories.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate dimensions and components for each luminaire not standard product of manufacturer.
- C. Product Data: Submit dimensions, ratings, and performance data.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.5 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.6 MAINTENANCE MATERIALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Furnish two of each plastic lens type.
- C. Furnish six replacement lamps for each lamp installed.
- D. Furnish two of each ballast type.
- E. Furnish one of each fuse type.

PART 2 PRODUCTS

2.1 INTERIOR LUMINAIRES

- A. Product Description: Complete interior luminaire assemblies, with features, options, and accessories as scheduled.

- B. Refer to Section 01 60 00 - Product Requirements for product options. Substitutions are not permitted.

2.2 FLUORESCENT BALLASTS

- A. Manufacturers:
 - 1. As provided by Howard Lighting Products, as listed in Schedules.
 - 2. Substitutions: Not Permitted.
- B. Product Description: Electronic ballast, instant start, less than 10 percent THD suitable for lamps specified, with voltage to match luminaire voltage.

2.3 FLUORESCENT LAMPS

- A. Manufacturers:
 - 1. Howard Lighting Products, Type F54T5/841/HO.
 - 2. Substitutions: Not Permitted.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned luminaires, lamps, and accessories.

3.2 INSTALLATION

- A. Install suspended luminaires using pendants supported from swivel hangers. Install pendant length required to suspend luminaire at indicated height.
- B. Install accessories furnished with each luminaire.
- C. Connect luminaires to branch circuit outlets as indicated on drawings.
- D. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- E. Install specified lamps in each luminaire.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
- B. Aim and adjust luminaires as indicated on Drawings.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

3.6 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.
- B. Relamp luminaires having failed lamps at Substantial Completion.

3.7 SCHEDULES

- A. Type TA Interior Luminaire:
 - 1. Howard Lighting Products, Model HFA3-E-6-54-H-HE-MV-OOD-010-I
 - 2. Howard Lighting Products, TypeF54T5/841/HO
 - 3. Description: Fluorescent High Bay
 - 4. Material: Painted steel.
 - 5. Mounting: Pendant Hung
 - 6. Ballast: Manufacturer's standard, rated 120 volts.
 - 7. Lamp: Six, T5, 54 watt

END OF SECTION

SECTION 31 10 00
SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Removing surface debris.
 2. Removing designated paving, curbs, and sidewalks.
 3. Removing designated trees, shrubs, and other plant life.
 4. Removing abandoned utilities.
 5. Excavating topsoil.

- B. Related Sections:
1. Section 31 22 13 - Rough Grading.
 2. Section 31 23 18 - Rock Removal.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Site Clearing:
1. Basis of Measurement: included in the Lump Sum price for the work to be completed.
 2. Basis of Payment: Includes clearing site, loading and removing waste materials from site, applying herbicide to designated plant life.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for environmental requirements, disposal of debris.
- B. Perform Work in accordance with State of Michigan Department of Transportation standard specification for construction.
- C. Coordinate clearing work with utility companies.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste area and salvage area for placing removed materials.

3.2 PREPARATION

- A. Call MISS DIG Information service at 1-800-482-7171 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping as specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs indicated. Remove stumps, main root ball, and surface rock.
- C. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove paving, curbs, and sidewalks as indicated on Drawings. Neatly saw cut edges at right angle to surface.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

- E. Trees, shrubs, and bushes which are removed and which are to be replaced shall be done so by an established nursery.
- F. Trees, shrubs, and bushes to be removed shall be done by falling the tree in sections, beginning from the top down and removing the stump and debris from the site.
- G. The property owner, at his option, may elect to claim the usable timber.
- H. Is so, the Contractor shall be responsible for cutting the tree into manageable lengths and stockpiling same along the line of the work.
- I. If the property owner does not want the timber, it shall become the property of the Contractor.
- J. The cost of removing trees, brush, and bushes and the cutting of timber and removing debris from the site shall be included in the unit price for cleanup of the project.
- K. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- L. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site approved by the Engineer to depth not exceeding 8 feet and protect from erosion.

END OF SECTION

SECTION 31 22 13
ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Excavating topsoil.
 2. Excavating subsoil.
 3. Cutting, grading, filling, rough contouring, compacting, and site for site structures.
- B. Related Sections:
1. Section 31 05 13 - Soils for Earthwork: Soils for fill.
 2. Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.
 3. Section 31 10 00 - Site Clearing: Excavating topsoil.
 4. Section 31 23 16 - Excavation: Building excavation.
 5. Section 31 23 17 - Trenching: Trenching and backfilling for utilities.
 6. Section 31 23 18 - Rock Removal.
 7. Section 31 23 23 - Fill: General building area backfilling.
 8. Section 32 91 19 - Landscape Grading: Finish grading with topsoil to contours.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Topsoil Fill Type S3:
1. Basis of Measurement: Included in the lump sum bid for cleanup.
 2. Basis of Payment: Includes all associated labor, materials, equipment, excavation, fill for landscape grading and grading necessary to obtain the required contours and replacement of necessary fences, trees, shrubs, guard rail, mail boxes, and other landscaping necessary to return work area to preconstruction conditions.
- B. Subsoil Fill Type S2:
1. Basis of Measurement: Included in the unit price bid for utility installation.
 2. Basis of Payment: Includes all associated labor, materials and equipment, fill, excavation, grading required for rough grading to provide the required contours and/or return the disturbed areas back to existing conditions.
- C. Structural Fill Type A2:
1. Basis of Measurement: Included in the unit price bid for utility installation.
 2. Basis of Payment: Includes all associated labor, materials and equipment, excavation, fill, and grading required for rough grading to provide the required contours and/or return the disturbed areas back to existing conditions.
- D. Fine Aggregate Type A3 Class II (2NS):
1. Basis of Measurement: Included in the unit price bid for utility installation.
 2. Basis of Payment: Includes all associated labor, materials and equipment, excavation, fill, and grading required for rough grading to provide the required contours and/or return the disturbed areas back to existing conditions.

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m<sup>3 - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m<sup>3 - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - 7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
 - 8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).</sup></sup>

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Michigan Department of Transportation 2012 standard specifications for construction.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: Type S3 or Type S4 as specified in Section 31 05 13.
- B. Subsoil Fill: Type S2 as specified in Section 31 05 13.
- C. Structural Fill: Type A2 as specified in Section 31 05 16.
- D. Granular Fill: Type A3 as specified in Section 31 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify site conditions under provisions of Section 01 30 00
- C. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.
- D. Verify fill materials are acceptable.

3.2 PREPARATION

- A. Call MISS DIG not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place material in continuous layers and compact in accordance with schedule at end of this section.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.
- G. The Owner may have a use for the surplus excess excavated material. If they do it shall be their property and the Contractor's responsibility to transport said material to the Owner's stockyard. All cost associated with transporting, hauling, and loading said material shall be included in other pay items of this project.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

3.5 SPOIL LEVELING

- A. As indicated on Drawings, or as directed by Engineer.
- B. Contractor shall be responsible for loading, hauling and spreading of all excess excavated material generated from this project.
- C. Place no excavated materials on roads without written permission of the authorities having jurisdiction of said road.
- D. Remove excavation in areas adjacent to yards where there is not suitable place to deposit spoils and dispose of as indicated on the drawings or off site as directed by the Engineer.
- E. Place no spoils in a watercourse or drain.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Test and analysis of fill material will be performed in accordance with MDOT Standards and with Section 01 40 00.
- C. Compaction testing will be performed in accordance with MDOT Standards and with Section 01 40 00.
- D. If testes indicate Work does not meet specified requirement, remove Work, replace and retest at no cost to the Owner.
- E. Frequency of Tests: As directed by the Engineer.

3.7 SCHEDULES

- A. Structural Fill:
 - 1. Fill Type A2: To subgrade elevation.
 - 2. Compact uniformly to minimum 98 percent of maximum density.
- B. Subsoil Fill:
 - 1. Fill Type A3 within the 1 on 1 influence of the road: To subgrade elevation.
 - 2. Fill Type S2 within the green belt outside the road influence.
 - 3. Compact uniformly to minimum 95 percent of maximum density.
- C. Topsoil Fill:
 - 1. Fill Type S3: Proposed elevation, 4 inches thick.
 - 2. Compact uniformly to minimum 95 percent of maximum density.

END OF SECTION

SECTION 31 23 16
EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Soil densification.
2. Excavating for paving, roads, and parking areas.
3. Excavating for slabs-on-grade.
4. Excavating for site structures.

B. Related Sections:

1. Section 31 05 13 - Soils for Earthwork: Stockpiling excavated materials.
2. Section 31 05 16 - Aggregates for Earthwork: Stockpiling excavated materials.
3. Section 31 22 13 - Rough Grading: Topsoil and subsoil removal from site surface.
4. Section 31 23 17 - Trenching: Excavating for utility trenches.
5. Section 31 23 18 - Rock Removal: Removal of rock during excavating.
6. Section 31 23 23 - Fill.
7. Section 33 11 16 - Site Water Utility Distribution Piping.
8. Section 33 05 13 - Public Manholes and Structures.
9. Section 31 25 00 - Slope protection and erosion control.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Excavating Soil Materials:

1. Basis of Measurement: Included in the unit price bid for the work to be completed.
2. Basis of Payment: Includes all excavating, fill, labor, material, and equipment to required elevations, loading and removing excess from site. Over Excavating: Payment will not be made for over excavated work nor for replacement materials.

1.3 REFERENCES

- A. MISS DIG System, Inc.
- B. Act No. 174, Public Acts of 2013, latest revision.
- C. Special provisions made by local utility having jurisdiction.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Michigan Department of Transportation standard specifications for construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service at Miss Dig not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company when specified to remove and relocate utilities.
- D. Identify known underground, above ground, and aerial utilities, stake, and flag locations.
- E. Protect above and below ground utilities indicated to remain from damage.
- F. Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping.
- G. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- H. Protect grade and slope stakes

3.2 OPEN CHANNEL RELOCATION AND RESTORATION

- A. Clear site in accordance with Section 31 10 00 – Site Clearing.
- B. Excavation drain to dimensions and cross sections specified on drawings.
- C. Contractor shall check flow line elevations every 100 ft. (grade stakes will be provided by Engineer). Over excavation of 0.3 ft or greater will be filled with Type A1 – 6A compacted crushed limestone to the proposed flow line as incidental cost to the Contractor.
- D. Contractor shall remove all sediment from existing culverts to remain.
- E. When drain parallels a road, all excavation will be on field side slope unless stated on drawing or required by Engineer.

- F. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.
- G. Machine slope banks to required slopes.
- H. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- I. Correct unauthorized excavation at no extra cost to Owner.
- J. Seed excavated areas daily in accordance with Section 32 92 19 – Seeding.
- K. Repair and replace field tile outlets as directed by Engineer.
- L. Match existing side slopes in reaches identified channel cleanout.
- M. Excess spoils on road sides and lawn areas are to be hauled away.
- N. When excavating one side slope of drain. The opposite ditch bank shall be cleared in accordance with Section 31 10 00 – Site Clearing. Grass vegetation should not be removed on opposite side slopes

3.3 SPOIL LEVELING

- A. Seed spoils in accordance with Section 32 92 19 – Seeding.
- B. Place soil erosion and sedimentation control measures per SESC plan.
- C. Spoils placed on tillable land shall be spread evenly as shown on plans.
- D. Spoils in wooded areas shall be stockpiled as shown on plans.
- E. Spoils are to be kept a minimum 3 feet from excavation area.
- F. No excavated materials shall be placed on roads without written permission of the authorities having jurisdiction of said road.
- G. Spoils excavated in areas adjacent to residential or lawn areas are to be removed from the area unless directed by the Engineer, shown on plans, or Contractor receives written permission from Landowner to level in area.
- H. No spoils are to be placed in any watercourse or drain.
- I. Side grade outs for watercourse and ditches shall be done at the time of open drain excavation or channel cleanout.
- J. Non-combustible items (i.e. roots and stumps), brush, or debris shall not be mixed with leveled spoil material.
- K. Shape leveled spoils to prevent the ponding of water behind spoil pile.

- L. Level spoils on the same side of the drain which excavation occurs. If excavation occurs from both sides of drain then made even spoil piles on both sides of drain unless otherwise directed by the Engineer.
- M. In agricultural areas, root rake and hand pick sticks and rocks so that foreign debris 1' in length and/or 6" in diameter is disposed of.

3.4 ROAD SHOULDER CONSTRUCTION

- A. Construct road shoulder and construct 2 horizontal to 1 vertical side slope to drain and valley shaped ditches.
- B. Prior to filling for shoulder construction, remove existing sediment, top soil, and vegetation from area to be filled.
- C. Fill and compact native material for road shoulder. Fill material shall be placed in 12"-24" lifts. Contractor will be responsible for the construction of stable side slopes.
- D. Fill materials must be dry and must be approved by Engineer. Fill materials will be native excavated material.

3.5 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Excavate subsoil to accommodate building foundations, paving and site structures, construction operations, and utility trenches.
- C. Slope banks with machine to angle of repose or less until shored.
- D. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- E. Trim excavation. Remove loose matter.
- F. Remove lumped subsoil, boulders, and rock up to 0.5 cu ft measured by volume. Remove larger material as specified in Section 31 23 18.
- G. Notify Engineer of unexpected subsurface conditions.
- H. Correct areas over excavated with [structural fill Type A3 as directed by Engineer.
- I. Remove excess and unsuitable material from site.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of bearing surfaces by Engineer before installing subsequent work.

3.7 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

3.8 DUST CONTROL

- A. The Contractor shall implement measures to minimize dust, especially near residents, upon the Engineers request.

END OF SECTION

SECTION 31 23 17
TRENCHING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating trenches for utilities within municipal right-of-way or easement.
2. Compacted fill from top of utility bedding to subgrade elevations.
3. Backfilling and compaction.

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete: Concrete materials.
2. Section 31 05 13 - Soils for Earthwork: Soils for fill.
3. Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.
4. Section 31 22 13 - Rough Grading: Topsoil and subsoil removal from site surface.
5. Section 31 23 16 - Excavation: General building excavation.
6. Section 31 23 18 - Rock Removal: Removal of rock during excavating.
7. Section 31 23 23 - Fill: General backfilling.
8. Section 32 91 19 - Landscape Grading: Filling of topsoil over backfilled trenches to finish grade elevation.
9. Section 33 11 16 - Site Water Utility Distribution Piping: Water Transmission piping and water services.
10. Section 33 31 00 - Sanitary Utility Sewerage Piping: Sanitary sewer piping and bedding.
11. Section 33 41 00 - Storm Utility Drainage Piping: Storm sewer piping and bedding.
12. Section 33 46 00 - Subdrainage: Building perimeter drainage, filter aggregate, filter fabric, and granular cover.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Trenching:

1. Basis of Measurement: Included in the Lump Sum price bid for the work to be completed.
2. Basis of Payment: Includes excavating to required elevations, protecting excavation, and stockpiling excavated materials and removing excess excavated materials from site. Over Excavating: Payment is not made for over excavated work nor for replacement materials.

B. Subsoil Fill:

1. Basis of Measurement: Included in the Lump Sum price bid for the work to be completed.
2. Basis of Payment: Includes furnishing fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill:

1. Basis of Measurement: Included in the Lump Sum price bid for the work to be completed.
2. Basis of Payment: Includes furnishing fill material, stockpiling, shaping substrate surface, placing where required, and compacting.

- D. Granular Fill:
 1. Basis of Measurement: Included in the Lump Sum price bid for the work to be completed.
 2. Basis of Payment: Includes furnishing fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.
- E. Concrete Fill:
 1. Basis of Measurement: Included in the Lump Sum price bid for the work to be completed.
 2. Basis of Payment: Includes furnishing materials, forming, mixing and placing where required, and curing.

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 1. ASTM A-328 – Standard Specifications for Sheet Piling.
 2. ASTM A-572 – Grades 60, High Strength.
 3. ASTM A-690 – High Strength Corrosion Resistant.
 4. ASTM C117 – Test Method for Materials Finer than 75mm (No. 200) Sieve in Mineral Aggregates by Washing.
 5. ASTM C12 – Standard Practice for Installing Vitrified Clay Pipe Lines.
 6. ASTM D-245-62T – Timber and lumber requirement.
 7. ASTM C136 – Method for Sieve Analysis of Fine and Coarse Aggregates.
 8. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 9. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 10. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 11. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 12. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity – Flow Applications.
 13. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 14. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 DEFINITIONS

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

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable OSHA regulations.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Product Data: Submit data for geotextile fabric indicating fabric and construction.
- D. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.
- E. Materials Source: Submit name of imported fill materials suppliers.
- F. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with Municipal standards.

1.8 QUALIFICATIONS

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

1.9 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.10 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Fill: Type S2 as specified in Section 31 05 13.
- B. Structural Fill: Type A1 as specified in Section 31 05 16. Aggregates for Earthwork.
- C. Granular Fill: Type A3 as specified in Section 31 05 16. Aggregates for Earthwork.
- D. Concrete: Structural concrete as specified in Section 03 30 00 Cast in Place Concrete with compressive strength of 3500 psi.

2.2 EXCAVATION SUPPORT MATERIALS

- A. Timber and lumber for shoring and bracing shall be new, merchantable pine. Douglas Fir or Spruce, unless otherwise shown or specified. Secondhand timber or lumber shall not be used where strength and/or appearance are important considerations.
- B. Steel for sheeting, shoring, and bracing shall be as per the referenced ASTM specifications.
- C. Temporary Sheeting: Select section modulus, embedment depth and bracing required to complete the work.

PART 3 EXECUTION

3.1 LINES AND GRADES

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

3.2 PREPARATION

- A. Call MISS DIG at 1-800-482-7171 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

- A. Excavate subsoil required for utilities as shown on the plan, and as stated in the proposal.
- B. Excavate subsoil for utility piping and accessories as indicated on the drawings.
- C. Excavate on the required line to the depth required below the pipe grade for bedding thickness required.
- D. Remove lumped subsoil, boulders, and rock up of 1/6 cubic yard, measured by volume. Remove larger material as specified in Section 31 23 18.

- E. Do not advance open trench more than one pipe length ahead of installed pipe.
- F. Cut trenches to width indicated on Drawings. Remove water or materials that interfere with Work.
- G. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.
- H. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utilities being installed.
- I. Excavate trench widths exceed the maximum specified above, the Owner's representative may require special bedding or the use of extra strength pipe at the Contractor's expense.
- J. Do not interfere with 45 degree bearing splay of foundations.
- K. When Project conditions permit, slope side walls of excavation starting 1 feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- L. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
- M. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Fill Type A and compact to density equal to or greater than requirements for subsequent backfill material.
- N. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- O. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.
- P. Remove excess subsoil not intended for reuse, from site.
- Q. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- R. Notify Owner's representative of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- S. Protect excavation by methods required to prevent cave-in or loose soil from failing into excavation.
- T. Provide, operate, and maintain pumping equipment to keep trench free of water.
- U. Use trench boxes or other form of temporary protection when required by OSHA Standards or when protection of existing utilities is necessary.
- V. Stockpile excavated material in area designated on site in accordance with Section 31 05 13.

3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. The Contractor is responsible for the design and location of all sheeting, shoring, and bracing.
- E. When required to properly support the surfaces of excavations and to protect the construction work and workmen, sheeting, bracing and shoring shall be provided.
- F. If the Owner's representative is of the opinion that at any point sufficient or proper supports have not been provided, he may order additional supports at the expense of the Contractor, but neither the placing of such additional supports by the order of the Owner's representative nor the failure of the Owner's representative to order such additional supports placed shall release the Contractor from his responsibility for the sufficiency of such supports and the integrity of the work.
- G. Damage to new or existing structures occurring through settlements due to failure or lack of sheeting or bracing shall be repaired by the Contractor at his own expense.
- H. Conflict of opinion as to whether the settlement is due to the work of the Contractor or to any other cause will be determined by the Owner's representative.
- I. In general, the sheeting and bracing shall be removed, as the trench or excavation is refilled, in such a manner as to avoid the caving in of the work.
- J. Fill voids left by the withdrawal of the sheeting by ramming, or otherwise as directed.
- K. Obtain permission of the Owner's representative prior to the removal of any shoring, sheeting or bracing.
- L. When sheeting and bracing is removed, the Contractor shall assume full responsibility for injury to structures or to other property or persons arising from failure to leave in place such sheeting or bracing.
- M. For the purpose of preventing injury to the structures, or to other property or to persons, the Contractor shall leave in place any sheeting or bracing shown on the plans or ordered in writing by the Owner's representative.
- N. Cutoff sheeting left in place at the elevation ordered but not be less than 18" below the final ground surface.
- O. Bracing remaining in place shall be driven up tight.
- P. Measurements and payment for sheeting and bracing ordered left in place will be made as extra work, unless noted otherwise.
- Q. The right of the Owner's representative to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders.

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

3.5 BACKFILLING

- A. Verify all materials to be reused as acceptable.
- B. Backfill trenches to proposed contours and elevations with unfrozen fill materials.
- C. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- D. Place geotextile fabric over Fill Type A1 prior to placing subsequent fill materials.
- E. Place material in continuous layers as follows:
 - 1. Subsoil Fill: Maximum 8 inches compacted depth.
 - 2. Structural Fill: Maximum 6 inches compacted depth.
 - 3. Granular Fill: Maximum 8 inches compacted depth.
- F. Place geotextile fabric over Type A1 fill bedding prior to placing last lift of bedding.
- G. Employ placement method that does not disturb or damage, utilities in trench, pavement, sidewalk, and driveways.
- H. Maintain optimum moisture content of fill materials to attain required compaction density.
- I. Do not leave more than 20 feet of trench open at end of working day.
- J. Protect open trench to prevent danger to Owner and the public.
- K. Backfill against supported foundation walls.
- L. Make grade changes gradual. Blend slope into level areas.
- M. Slope fill away from structures a minimum 2 inches in 10 feet.
- N. Leave fill material stockpile areas completely free of excess fill materials.
- O. Employ a compaction method for trench backfill that does not disturb or damage installed utilities and existing utilities in the trench. Compact backfill to specified density. If required compaction is not achieved and verified using mechanical methods, settling or spiking the trench with water may be used as a compaction method in conformance with ASTM C13 and D2321, as approved by the Engineer.
- P. Backfill simultaneously around all sides of structures, manholes and catch basins.

3.6 TOLERANCES

- A. Top Surface of Backfilling Under Paved Areas: Plus or minus 1/2 inch from required elevations.
- B. Top surface of fill for building pads plus or minus 1/4 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.7 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00.
- B. Tests and analysis of fill material will be performed in accordance with MDOT Standard Requirements and with Section 01 40 00.
- C. Compaction testing will be performed in accordance with MDOT Standard Requirements and with Section 01 40 00.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest at no cost to owner.
- E. Frequency of Tests: As directed by Geotechnical Engineer.
- F. Proof roll compacted fill surfaces under paving.

3.8 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.9 SCHEDULE

- A. Fill Under Grass Area:
 - 1. Subsoil Type S2 fill, to 6 inches below finish grade, compacted to 95 percent maximum dry density as determined by MDOT Standard Requirements.
- B. Fill Under Landscaped Curb Island Areas:
 - 1. S2 fill, to 12 inches below finish grade, compacted to 95 percent maximum dry density as determined by MDOT Standard Requirements.
- C. Fill Under Asphalt Paving:
 - 1. A3 to underside of aggregate base course elevation, compacted to 95 percent maximum dry density as determined by MDOT Standard Requirements.
- D. Fill Under Concrete Building Pads, Concrete Pads, Concrete Curb and Gutter and Sidewalks:
 - 1. A3 to within 4" of underside of concrete slab. All fill to be compacted to 95 percent maximum dry density as determined by MDOT Standard Requirements.
- E. Backfill for Utility Trenches:
 - 1. Bedding as specified in individual water and sewer utility standard detail sheets.

F. Fill for Subgrade and Undercutting:

1. A3 fill to proposed subgrade elevation, compacted to 95 percent maximum dry density as determined by MDOT Standard Requirements.

END OF SECTION

SECTION 31 25 00
EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Erosion Control Blanket.
 - 2. Sediment Ponds.
 - 3. Sediment Traps.
 - 4. Sit Stabilization.
 - 5. Silt Fence.
 - 6. Filter Fabric for Ground Water Infiltration.

- B. Related Sections:
 - 1. Section 03 10 00 - Concrete Forming and Accessories.
 - 2. Section 03 20 00 - Concrete Reinforcing.
 - 3. Section 03 30 00 - Cast-In-Place Concrete.
 - 4. Section 31 05 13 - Soils for Earthwork.
 - 5. Section 31 05 16 - Aggregates for Earthwork.
 - 6. Section 31 10 00 - Site Clearing.
 - 7. Section 31 23 16 - Excavation.
 - 8. Section 31 23 23 - Fill.
 - 9. Section 31 37 00 - Riprap.
 - 10. Section 32 13 13 - Concrete Paving.
 - 11. Section 32 91 19 - Landscape Grading.
 - 12. Section 32 92 19 - Seeding and Soil Supplements.
 - 13. Section 33 42 13 - Pipe Culverts.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Soil Erosion and Sedimentation Control:
 - 1. Basis of Measurement: Included in the lump sum price bid as stated in the Proposal.
 - 2. Basis of Payment: Includes all associated labor, material and equipment, permit fees, etc. required for soil erosion prevention and sedimentation control required for this project. Additional control measures shall be employed as required by site conditions and applicable enforcing agency having project jurisdiction at no additional cost.

- A. Filter Fabric:
 - 1. Basis of Measurement: Included in the unit price bid for the item fabric is being installed with.
 - 2. Basis of Payment: Includes all associated labor, material, and equipment required for filter fabric for this project for a complete installation.

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C127 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m<sup>3 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m<sup>3 - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D-4632 – Test Method for Tensile Strength and Elongation.
 - 7. ASTM D-3786 – Test Method for Mullen Burst.
 - 8. ASTM D-4533 – Test Method for Puncture Strength.
 - 9. ASTM D-4751 – Test Method for Apparent Opening Size.
 - 10. ASTM D-4491 – Test Method for Coefficient of Permeability.</sup></sup>

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the Soil Erosion and Sedimentation Control, Part 91 of Act 451 of 1994, and corresponding rules of the Michigan Department of Environmental Quality.
- B. **CONTRACTOR** shall obtain Act 451 Permit.
- C. **CONTRACTOR** shall obtain soil erosion permit.
- D. Maintain one copy of each document on site.

1.6 REGULATORY REQUIREMENTS

- A. Contractor shall obtain all permits and pay all fees for plan review and inspection as required by applicable enforcing agency having jurisdiction.
- B. Submit installation time schedule for temporary and permanent soil erosion and sedimentation control measures to applicable enforcing agency having jurisdiction, as well as to Engineer. Make submittals prior to start of construction.

1.7 METHOD OF PAYMENT

- A. All fees required by applicable enforcing agency shall be paid as stated in the Proposal.

PART 2 PRODUCTS

2.1 SOIL EROSION AND SEDIMENT CONTROLS

- A. Permanent Measures: In accordance with applicable Section for specified materials.
- B. Temporary Measures: In accordance with standards and specifications for soil erosion and sediment control with approved plans and requirements of applicable enforcing agency.

2.2 FILTER FABRIC

- A. Mechanically-bonded, non-woven, long-chain polymeric fibers or yarns.
 - 1. Filter fabric for groundwater infiltration (French drains, trench drains, pipe joint wrap, bag rip-rap headwalls, gabions, etc.) shall have, at minimum, the following properties:

Tensile Strength	100 lbs
Tensile Elongation (max)	100 %
Mullen Burst	210 psi
Trapezoidal Tear Strength	40 lbs
Puncture Strength	65 lbs
Apparent Opening Size (max)	0.210 mm
Coef. of Permeability	0.15 cm/sec
 - 2. Filter fabric for cobblestone grade and bank protection shall have, at minimum the following properties:

Tensile Strength	120 lbs
Tensile Elongation (max)	100%
Mullen Burst	230 psi
Trapezoidal Tear Strength	45 lbs
Puncture Strength	70 lbs
Apparent Opening Size (Max)	0.210 mm
Coef. Of Permeability	0.15cm/sec
 - 3. Filter fabric for plain rip-rap grade and bank protection shall have, a minimum, the following properties:

Tensile Strength	155 lbs
Tensile Elongation (max)	100%
Mullen Burst	315 psi
Trapezoidal Tear Strength	65 lbs
Puncture Strength	95 lbs
Apparent Opening Size (max)	0.210 mm
Coef. Of Permeability	0.15 cm/sec
Open Area	
 - 4. Filter fabric for heavy rip-rap grade and bank protection to have. At minimum, the following properties:

Tensile Strength	200 lbs
Tensile Elongation (max)	100%

Mullen Burst	350 psi
Trapezoidal Tear Strength	75 lbs
Puncture Strength	100 lbs
Apparent Opening Size (max)	0.210 mm
Coef. Of Permeability	0.15 cm/sec
Open Area	

5. Filter fabric for rock ford crossings to have, at minimum, the following properties:

Tensile Strength	265 lbs
Tensile Elongation (max)	120%
Mullen Burst	470 psi
Trapezoidal Tear Strength	130 lbs
Puncture Strength	160 lbs
Apparent Opening Size (max)	0.149 mm
Coef. Of Permeability	0.25 cm/sec
Open Area	

2.3 PLANTING MATERIALS

- A. Seeding and Soil Supplements: Material, as specified in Section 32 92 19 Seeding.
- B. Mulch: Material, as specified in Section 32 92 19 Seeding.

2.4 SOURCE QUALITY CONTROL (AND TESTS)

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Perform tests as required to ensure conformance with specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted subgrade is acceptable and ready to support devices and imposed loads.
- C. Verify gradients and elevations of required lines, levels, contours, and datum are correct.
- D. Field locate known utilities locations. Notify Engineer of conflicts and attain removal or relocation instructions prior to continuing installation activities.
- E. Maintain and protect existing utilities to remain.
- F. Verify the correct fabric is specified for the specific site.
- G. Beginning of installation means acceptance of existing conditions.

- H. Remove large stones or other debris which could damage the filter fabric and other erosion control material.

3.2 PROTECTION OF ADJACENT WORK

- A. Protect adjacent structures, and property, which may be damaged by execution of work.
- B. Protect existing trees, shrubs, landscaping, and lawn areas designated to remain.

3.3 STORAGE

- A. All geotextile material shall be stored in a wrap that protects it from ultraviolet radiation and abrasion.

3.4 SOIL EROSION AND SEDIMENTATION CONTROL INSTALLATION AND MAINTENANCE

- A. Construct soil erosion and sedimentation control measures in accordance with approved plans and requirements of applicable enforcing agency.
- B. Schedule planned control measures with construction operations to limit the area of any disturbed land to the shortest possible period of exposure.
- C. Permanent and minimum temporary control measures as scheduled on Drawings.
- D. Additional temporary measures (over and above those scheduled on Drawings) due to site grading/construction activities that any way differs from that shown on drawings.
- E. Conduct all earth changes so as to effectively reduce accelerated soil erosion and resulting sedimentation.
- F. Remove all sediment from runoff water before it leaves the site.
- G. Inspect, maintain, and repair temporary control measures until permanent control measures are implemented.

3.5 FILTER FABRIC INSTALLATION

- A. Install according to manufacturer's instructions.
- B. All joints/overlaps in material shall be a minimum of 12 inches.
- C. Repair damaged material by placing a piece of fabric that is sufficiently large to cover the damaged area plus 2 feet of adjacent undamaged geotextile in all directions.
- D. Finish according to specific use requirements.
- E. Maintain permanent control measures until final acceptance by Owner.
- F. Install silt fences around all catch basin inlets, to be removed after final inspection of the project.

3.6 EROSION CONTROL BLANKET

- A. Repair washouts in area to be seeded.
- B. Prepare side slopes as shown on plans.
- C. Over excavate area equal to thickness of required topsoil and protection.
- D. Place topsoil as shown on plans.
- E. Rake in fertilizer; apply at the rate of 15 lbs per 1,000 sq. ft.
- F. Seed topsoil with ditch bank seeding mix at a rate of 6 lbs per 1,000 sq. ft.
- G. Place erosion control blanket over seeded areas.
- H. Place metal pins over seeded areas 2.0 ft on centers. As approved by Engineer.

3.7 SEDIMENTATION POND

- A. Clear and grub storage area and embankment foundation area site as specified in Section 31 10 00.
- B. Excavate key trench for full length of dam. Excavate emergency spillway in natural ground.
- C. Install pipe spillway, with anti-seep collar attached, at location indicated.
- D. Place forms, and reinforcing for concrete footing at bottom of riser pipe with trash rack and anti-vortex device, as specified in Section 03 10 00, and Section 03 20 00. Construction of embankment and trench prior to placing pipe is not required.
- E. Mix, place, finish, and cure concrete, as specified in Section 03 30 00.
- F. Do not use coarse aggregate as backfill material around pipe. Backfill pipe with suitable embankment material to prevent dam leakage along pipe.
- G. Construct rock basin at outlet end of pipe, as specified in this Section. Place embankment material, as specified in Section 31 23 23. When required, obtain borrow excavation for formation of embankment, as specified in Section 31 23 23.
- H. On entire sedimentation pond area, apply soil supplements and sow seed as specified in Section 32 92 19.
- I. Mulch seeded areas with hay as specified in Section 32 92 19.

3.8 SEDIMENT TRAPS

- A. Clear site, as specified in Section 31 10 00.

- B. Construct trap by excavating and forming embankments as specified in Section 31 23 16, and Section 31 23 23.
- C. Place coarse aggregate or rock at outlet as indicated on Drawings.
- D. Place geotextile fabric, as specified for rock energy dissipater.
- E. When required, obtain borrow excavation for formation of embankment, as specified in Section 31 23 16.
- F. On entire sediment trap area, apply soil supplements and sow seed as specified in Section 32 92 19.
- G. Mulch seeded areas with hay as specified in Section 32 92 19.

3.9 SITE STABILIZATION

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2: 1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
 - 1. During non-germinating periods, apply mulch at recommended rates.
 - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year in accordance with Section 32 92 19.
 - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 32 92 19 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.10 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- C. Field test concrete in accordance with Section 03 30 00.
- D. Compaction Testing: As specified in Section 31 23 23.
- E. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.11 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

3.12 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect temporary soil erosion control from elements, flowing water, or other disturbance until construction is complete.

3.13 SCHEDULES

- A. Erosion Control Schedule Example:

Erosion Control Element	Location	Size
Diversion Channel		
Rock Energy Dissipater		
Paved Energy Dissipater		
Rock Basin		
Sediment Pond		
Rock Barrier		
Sediment Trap		

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aggregate subbase.
2. Aggregate base course.

B. Related Sections:

1. Section 31 05 16 – Aggregates for Earth Work.
2. Section 31 22 13 - Rough Grading: Preparation of site for base course.
3. Section 31 23 17 - Trenching: Compacted fill under base course.
4. Section 32 05 16 - Aggregates for Exterior Improvements.
5. Section 32 12 16 - Asphalt Paving: Binder and finish asphalt courses.
6. Section 32 13 13 - Concrete Paving: Finish concrete surface course.
7. Section 32 14 23 - Asphalt Unit Paving.
8. Section 32 91 19 - Landscape Grading: Topsoil fill at areas adjacent to aggregate base course.
9. Section 33 05 13 - Manholes and Structures: Manholes including frames.
10. Section 33 46 00 – Subdrainage.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Aggregate Subbase:

1. Basis of Measurement: included in the Lump Sum price for the work to be completed.
2. Basis of Payment: Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

B. Aggregate Base Course:

1. Basis of Measurement: included in the Lump Sum price for the work to be completed.
2. Basis of Payment: Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

B. ASTM International:

1. ANSI/ASTM C117 – Test Method for Materials Finer than 75 mm (No. 200) Sieve in Mineral Aggregates by Washing.
2. ANSI/ASTM C136 – Method for Sieve Analysis of Fine and Coarse Aggregates.
3. Test method for density of soil in place with loss by wash less than 15% - One Point Michigan Cone Test.

4. Test method for density of soil in place with loss by wash greater than 15% - One Point T-99 Test.
5. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
6. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
7. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
8. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit data for geotextile fabric and herbicide.
- C. Samples: Submit, in air-tight containers, 1- 10lb sample of each type of aggregate fill to testing laboratory.
- D. Materials Source: Submit name of aggregate materials suppliers.
- E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements for MDOT 22A.

1.5 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with MDOT standard requirements and with section 01 40 00.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Coarse Aggregate: Fill Type A2 as specified in Section 32 05 16. Compacted to 98 percent density.
- B. Fine Aggregate: Fill Type A3 as specified in Section 32 05 16.

2.2 ACCESSORIES

- A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene. May be required for winter construction.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted substrate is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate with 3 ton minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.
- C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

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

3.3 AGGREGATE PLACEMENT

- A. Install geotextile fabric over subgrade in accordance with manufacturer's instructions.
 - 1. Lap ends and edges minimum 12 inches.
 - 2. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.
- B. Gradation of Aggregate: In accordance with ASTM C136.
- C. Spread aggregate over prepared substrate to total compacted thickness as indicated on drawings and stated in the proposal.
- D. Roller compact aggregate to 98 percent maximum density.
- E. Level and contour surfaces to elevations, profiles, and gradients indicated.
- F. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- G. Maintain optimum moisture content of fill materials to attain specified compaction density. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation from Flat Surface: 1/4 inch measured with 10 foot straight edge.

C. Maximum Variation from Thickness: 1/4 inch.

D. Maximum Variation from Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Compaction testing will be performed in accordance with ASTM D2922.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

D. Frequency of Tests: As determined by the Engineer in the field with a minimum of one test for every 500 square yards of each layer compacted aggregate.

3.6 COMPACTION

A. Compact materials to 98 percent of maximum density as determined from test strip, in accordance with ASTM D2940.

3.7 SCHEDULES

A. Asphalt Paving Base Course: Thickness varies as stated in the proposal, placed in one or two equal layers.

B. Concrete Paving Base Course: thickness varies as stated in the proposal placed in single layer.

END OF SECTION

SECTION 32 12 16
ASPHALT PAVING

1.1 SUMMARY

A. Section Includes:

1. Asphalt materials.
2. Asphalt paving base course, binder course, and wearing course.
3. Asphalt paving overlay for existing paving.

B. Related Requirement:

1. Section 31 22 13 - Rough Grading: Preparation of site for paving and base.
2. Section 31 23 17 - Trenching.
3. Section 32 11 23 - Aggregate Base Courses: Compacted subbase for paving.
4. Section 33 05 13 - Manholes and Structures: Manholes including frames.

1.2 PRICE AND PAYMENT PROCEDURES

A. Section 01 20 00 - Price and Payment Procedures Contract Sum/Price

B. Greenfield Road Pavement Repair:

1. Basis of Measurement: At the lump sum bid price as stated in the proposal.
2. Basis of Payment: Includes all associated labor, material, equipment, mix design, supplying to site, preparing base, aggregate base course, subsoil, testing, tack coating surfaces, hand patching, placing, compacting and rolling, etc. for a complete installation.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
2. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
3. AASHTO M140 - Standard Specification for Emulsified Asphalt.
4. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
5. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
6. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
7. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
8. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.

B. Asphalt Institute:

1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.
2. AI MS-19 - Basic Asphalt Emulsion Manual.
3. AI SP-2 - Superpave Mix Design.

C. ASTM International:

1. ASTM C1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emisometers.
2. ASTM C1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
3. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
4. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
5. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
6. ASTM D977 - Standard Specification for Emulsified Asphalt.
7. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
8. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
9. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
10. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
11. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
12. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
13. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
14. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
15. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
16. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
18. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
19. ASTM E903 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
20. ASTM E1918 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
21. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
22. MDOT 2012 Standard Specifications for Construction.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data:

1. Submit product information for asphalt and aggregate materials.
2. Submit mix design with laboratory test results supporting design.

- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements for MDOT Standard Construction Specifications.

1.5 QUALITY ASSURANCE

- A. Mixing Plant: Conform to State of Michigan Department of Transportation Standard.
- B. Obtain materials from same source throughout.
- C. Perform Work in accordance with State of Michigan Department of Transportation standard.
- D. Maintain one copy of each document on site.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable local codes for paving work.

1.7 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

1.8 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- C. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Asphalt Cement: In accordance with MDOT standards.
- B. Aggregate for Leveling Course Mix: In accordance with MDOT standards.
- C. Aggregate for Wearing Course Mix: In accordance with MDOT standards.
- D. Fine Aggregate: In accordance with MDOT standards.
- E. Mineral Filler: In accordance with MDOT standards.

2.2 ACCESSORIES

- A. Primer: Homogeneous, medium curing, liquid asphalt in accordance with MDOT standards.

- B. Tack Coat: Homogeneous, medium curing, liquid asphalt in accordance with MDOT standards.

2.3 ASPHALT PAVING MIX

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Base Course: provide mix in accordance with MDOT uniformity tolerances for bituminous mixtures.
- C. Leveling Course: provide mix in accordance with MDOT uniformity tolerances for bituminous mixtures.
- D. Wearing Course: provide mix in accordance with MDOT uniformity tolerances for bituminous mixtures.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Submit proposed mix design of each class of mix for review prior to beginning of Work.
- C. Submit MDOT approved job mix formula (JMF) of each mix for review 14 days prior to commencement of work.
- D. Test samples in accordance with AI MS-2 and MDOT standards.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
- C. Verify compacted subgrade and subbase is dry and ready to support paving and imposed loads.
 - 1. Proof roll subbase with 7 ton in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft subbase and replace with compacted fill as specified in Section 31 11 23.
- D. Verify gradients and elevations of base are correct.
- E. Verify gutter drainage grilles and frames manhole frames and valve boxes are installed in correct position and elevation.

3.2 PREPARATION

- A. Prepare subbase in accordance with State of Michigan Department of Transportation standards.

3.3 DEMOLITION

- A. Saw cut and notch existing paving, saw cutting shall be paid for as part of pavement removal.
- B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.
- C. Repair surface defects in existing paving to provide uniform surface to receive new paving.

3.4 INSTALLATION

- A. Subbase:
 - 1. Aggregate Subbase: Install as specified in Section 32 11 23.
- B. Primer:
 - 1. Apply primer in accordance with AI MS-2. State of Michigan Department of Transportation standards.
 - 2. Use clean sand to blot excess primer.
- C. Tack Coat:
 - 1. Apply bond coat on existing, abutting asphalt and concrete surfaces according to manufacturer's instructions and MDOT standards.
 - 2. Apply bond coat to contact surfaces of curbs, gutters, building walls and sidewalks. Prevent overspray from reaching adjacent surfaces.
 - 3. Coat surfaces of manhole and catch basin frames with oil to prevent bond with asphalt pavement. Do not bond coat these surfaces.
 - 4. Use clean sand to blot excess primer.
- D. Single Course Asphalt Paving:
 - 1. Install Work in accordance with State of Michigan Department of Transportation standards.
 - 2. Place asphalt within 24 hours of applying primer or tack coat.
 - 3. Place asphalt wearing course to compacted thickness as indicated on the drawings and stated in the proposal.
 - 4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
 - 5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
- E. Double Course Asphalt Paving:
 - 1. Place asphalt binder course within 24 hours of applying primer or tack coat.
 - 2. Place binder course to compacted thickness indicated on drawings and as stated in the proposal.
 - 3. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
 - 4. Place wearing course to compacted thickness indicated on drawings and as stated in the proposal.
 - 5. Install gutter drainage grilles and frames, manhole frames, valve and monument boxes in correct position and elevation.

6. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
7. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Asphalt Paving Overlay

1. Apply asphalt cement tack coat to existing paving surface at rate recommended by geotextile fabric manufacturer.
2. Install geotextile fabric in accordance with manufacturer's instructions to permit asphalt saturation of fabric. Lap fabric edge and end joints 4 inches.
3. Place wearing course to compacted thickness indicated on drawings and as stated in the proposal.
4. Compact overlay by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

G. Hand Patching

1. Install uniform thickness surface slurry over existing paving in accordance with ASTM. Install work according to current MDOT standards.
2. Place to compacted thickness as specified on plans.
3. Compact in maximum lifts by use of a machine vibrator or approved roller according to current MDOT standards.

H. Curbs

1. Install extruded asphalt curbs of profile as indicated on Drawings.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.
- D. Variation from Indicated Elevation: Within 1/4 inch.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting, testing.
- B. Take samples and perform tests in accordance with State of Michigan Department of Transportation Standards.
- C. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- D. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1000 square yards compacted paving.
- E. Asphalt Paving Density: ASTM D2950 nuclear method; density testing shall be performed at the discretion of the Engineer.

3.7 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from mechanical injury for 3 days.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete paving for:
 - a. Concrete sidewalks.
 - b. Concrete curbs and gutters.
 - c. Concrete parking areas and roads.

B. Related Requirements:

1. Section 31 22 13 - Rough Grading: Preparation of site for paving and base.
2. Section 32 11 23 - Aggregate Base Courses.
3. Section 32 91 19 - Landscape Grading: Preparation of subsoil at pavement perimeter.
4. Section 33 05 13 - Manholes and Structures: Manholes including frames.

1.2 PRICE AND PAYMENT PROCEDURES

A. Section 01 20 00 - Price and Payment Procedures Contract Sum/Price

B. Concrete Driveway Repair:

1. Basis of Measurement: At the lump sum bid price as stated in the proposal.
2. Basis of Payment: Includes all associated material, labor, equipment, and curb and gutter for section providing and preparing base, placing concrete and accessories, floating and finishing and curing, thickness of base and concrete as shown on the plans. Also includes all associated labor, material, and equipment for pavement removal, saw cutting, transportation, disposal, etc. complete for the project.

C. Concrete Curb and Gutter Remove and Replace:

1. Basis of Measurement: At the lump sum bid price as stated in the proposal.
2. Basis of Payment: Includes all associated material, labor and equipment, saw cutting, removal, transport, disposal, providing and preparing base, placing concrete and accessories, floating and finishing, curing, and driveway openings and curb cuts for sidewalk ramps. Owner and/or Engineer will mark sections in the field to be removed and replaced.

D. Concrete Sidewalks at Service Locations:

1. Basis of Measurement: Included in the lump sum bid price as stated in the proposal.
2. Basis of Payment: Includes all associated material, labor and equipment, providing and preparing base, placing concrete and accessories, floating and finishing and curing as shown on the plans.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- B. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- C. ASTM International:
1. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 2. ASTM A185/A185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 3. ASTM A497/A497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 4. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 5. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
 6. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
 7. ASTM A775/A775M - S Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
 8. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
 9. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
 10. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 11. ASTM C33 - Standard Specification for Concrete Aggregates.
 12. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 13. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 14. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
 15. ASTM C150 - Standard Specification for Portland Cement.
 16. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 17. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 18. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 19. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 20. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 21. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
 22. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
 23. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 24. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.
 25. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.

26. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
27. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
29. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
30. ASTM C1371[-2004a] - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
31. ASTM C1549[-2004] - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
32. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
33. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
34. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
35. ASTM E408[-1971(1996)e1] - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
36. ASTM E903[-1996] - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
37. ASTM E1918[-1997] - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
38. ASTM E1980[-2001] - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit data on concrete materials, joint filler and admixtures curing compounds.
- C. Design Data:
 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 2. Identify mix ingredients and proportions, including admixtures.
 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
- D. Source Quality Control Submittals: Indicate results of shop tests and inspections.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.

- C. Perform Work in accordance with State of Michigan Department of Transportation standard.
- D. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

1.7 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

2.1 AGGREGATE BASE COURSE

- A. Aggregate Base Course: As specified in Section 32 11 23.

2.2 CONCRETE PAVING

- A. Performance / Design Criteria:
 - 1. In accordance with Municipal, State, and Federal standards.
- B. Form Materials:
 - 1. Form Materials: As specified in Section 03 10 00.
 - 2. Wood or Steel form material, profiled to suit conditions.
 - 3. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
 - 4. ANSI/ASTM D1751, performed type; 1/2 inch thick, full depth of concrete manufactured by ACD International, W.R. Meadows or equal.
- C. Reinforcement:
 - 1. Reinforcing Steel and Wire Fabric: Conform to Municipal, State and Federal Standards. All reinforcement steel shall be epoxy coated.
- D. Concrete Materials:
 - 1. Concrete Materials: As specified in Section 03 30 00.

2.3 MIXES

- A. Concrete Mix - By Performance Criteria:
 - 1. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94/C94M.
 - 2. Select proportions for normal weight concrete in accordance with ACI 301 Method 2.
 - 3. Provide concrete to the following criteria:
 - a. As specified in 03 30 00 Concrete Cast in Place.
 - 4. Limit the following cementitious materials to maximum percentage by mass of all cementitious materials:
 - a. As specified in 03 30 00.
 - 5. Use accelerating admixtures in cold weather only when approved by the Architect/Engineer in writing. Use of admixtures will not relax cold weather placement requirements.
 - 6. Use calcium chloride only when approved by the Engineer in writing.
 - 7. Use set retarding admixtures during hot weather only when approved by the Engineer in writing.

2.4 FINISHES

- A. Shop Finishing - Reinforcement:
 - 1. Galvanized Finish for Steel Bars: ASTM A767/A767M, Class I, hot dip galvanized after fabrication.
 - 2. Epoxy Coated Finish for Steel Bars: ASTM A775/A775M.
- B. Epoxy Coated Finish for Steel Wire: ASTM A884/A884M; Class A, using ASTM A775/A775M.

2.5 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1, FS TT-C-800, 30 percent solids manufactured by ACD International or equal.
- B. Liquid Surface Sealer: Son-No-Mar manufactured by Sonneborn Building Products or equal.
- C. Joint Sealers: Type II or Type III; hot applied type.

2.6 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and Inspection Services.
- B. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of work. Engineer will then submit to MDOT in accordance with Section 01 30 00.
- C. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.
- D. Test samples in accordance with ACI 301.

- E. Provide certification that materials conform with specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify compacted subgrade and granular subbase is dry and ready to support paving and imposed loads.
 - 1. Remove soft subbase and replace with compacted fill as specified in Section 32 11 23.
- C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Moisten substrate to minimize absorption of water from fresh concrete.
- C. Coat surfaces of manhole and catch basin frames with oil to prevent bond with concrete paving.
- D. Verify correct line and grade of base.
- E. Firmly stake forms to the required line and grade and provide for a finish transverse slope of 1/4 inch per foot towards the center of the road.
- F. Notify Engineer minimum 48 hours prior to commencement of concreting operations.
- G. Form sub-grade by excavating or filling to the required line and grade for bottom of concrete.
- H. Make fills with granular material.
- I. Remove unstable material from sub-grade.
- J. Compact sub-grade to insure stability.

3.3 INSTALLATION

- A. Subbase:
 - 1. Aggregate Subbase: Install as specified in Section 32 11 23.
- B. Forms:
 - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
 - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Removal:

1. Provide curb cut by saw-cutting and removing the full curb section and gutter pan at locations where the proposed sidewalk adjoins existing curb and gutter at roadways and drives.
2. Remove concrete curb full depth as shown on the drawings.
3. Remove rubble, place compacted granular fill to correct line and grade.
4. Leave existing reinforcement to extend 6 inches into proposed gutter pan.

D. Reinforcement:

1. Place two #4 bars the entire length of the proposed gutter pan, lapped and tied to the existing reinforcement.
2. Dowel proposed #4 bars 12 inches into existing gutter pan where existing bars were cut off or are absent.
3. Place reinforcing at mid-height of paving.
4. Interrupt reinforcing at contraction expansion joints.
5. Place dowels to achieve paving and curb alignment as detailed.
6. Provide doweled joints as specified in MDOT 2002 Standard Specifications for Construction.
7. Repair damaged galvanizing or epoxy coating to match shop finish.

E. Placing Concrete:

1. Place concrete using the slip form technique.
2. Ensure reinforcing, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
4. Thickness:
 - a. Sidewalks: 4 inches normal and 6 inches at driveways, ramps, and parking areas.
 - b. Curb cut and Gutter: Match existing.
5. Width:
 - a. Sidewalks: Match existing (minimum of 4').
 - b. Cut curb and Gutter: As shown on the drawings.
6. Place concrete in accordance with the City and MDOT current Standards for Construction.

F. Joints

1. Place expansion joints at 20 foot intervals. Align curb, gutter, and sidewalk joints.
2. Place joint filler between paving components and building or other appurtenances.
3. Cut joints shall be not less than 1/8 inch nor more than 1/4 inch in width and shall be finished smooth and true to line. Cut 1/4 minimum into depth of slab.
4. Seal joints as in accordance with MDOT Standard Specification for Construction.
5. Place expansion joints between sidewalk and back of abutting parallel curb or gutter and between sidewalk and buildings or other rigid structures.
6. Place expansion joints between sidewalk approaches and back of curb or gutter or edge of pavement.
7. Place expansion joint filler the full length of the sidewalk with the top flush with the finished surface of the sidewalk.
8. Contraction Joints: Divide sidewalk into square unit areas of nor more than 36 square feet nor less than 16 square feet.

9. Place joint over culvert.

G. Finishing:

1. After concrete has been struck off to finish grade, float surface with a steel float to produce a smooth surface.
2. Area Paving: Light broom.
3. Sidewalk Paving: Light broom.
4. Median Barrier: Light broom.
5. Curbs and Gutters: Light broom.
6. Direction of Texturing: Lightly broom transversely across the surface to create a slightly rough surface. Round edges and joint to a radius of 1/4 inch with an approved finishing tool.
7. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

H. Curing and Protection

1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
3. During cold weather, protect concrete from freezing for a period of 3 days.
4. Protect concrete from traffic for a minimum of 7 days.

I. Finish Grading

1. Place surplus excavation in outlawn and level to existing contours.
2. Remove excess excavation unable to be used in outlawn.
3. Spread 4 inches minimum topsoil over entire disturbed area.
4. Furnish and install embankment in accordance with MDOT Standard Specifications, Section 2.08.11.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- C. Maximum Variation From True Position: 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting, testing.
- B. Engineer will take cylinders and perform slump and air entrainment tests in accordance with ACI 301. The frequency the tests are taken, shall be at the Engineer's discretion.
- C. Strength Test Samples:
 1. Sampling Procedures: ASTM C172.
 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.

3. Sample concrete and make one set of three cylinders for every 75 cu yds or less of each class of concrete placed each day.
4. Make one additional cylinder during cold weather concreting, and field cure.

D. Field Testing:

1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump and temperature for each compressive strength concrete sample.
5. Measure air content in air entrained concrete for each compressive strength concrete sample.

E. Cylinder Compressive Strength Testing:

1. Test Method: ASTM C39/C39M.
2. Test Acceptance: In accordance with State of Michigan Department of Transportation's Standards.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

- F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit pedestrian vehicular traffic over paving for 7 days minimum after finishing.

END OF SECTION

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fence framework, fabric, and accessories.
 - 2. Excavation for post bases.
 - 3. Concrete foundation for posts and center drop for gates.
 - 4. Manual gates and related hardware.
 - 5. Privacy slats.

- B. Related Sections:
 - 1. Section 33 79 00 - Site Grounding.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Fencing:
 - 1. Basis of Measurement: Included in the lump sum bid price as stated in the proposal.
 - 2. Basis of Payment: Includes posts, rails, tension wire, fabric, accessories and attachments.

- B. Post Footings:
 - 1. Basis of Measurement: Included in the lump sum bid price as stated in the proposal.
 - 2. Basis of Payment: Includes excavation, concrete placed, finishing.

- C. Gates:
 - 1. Basis of Measurement: Included in the lump sum bid price as stated in the proposal.
 - 2. Basis of Payment: Includes frame posts, fabric, accessories, hardware.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
 - 2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 4. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
 - 5. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.
 - 6. ASTM A817 - Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled Tension Wire.
 - 7. A1011/A1011M-07 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
 - 8. ASTM B429/B429M - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.

9. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
10. ASTM F552 - Standard Terminology relating to Chain Link Fencing.
11. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
12. ASTM F626 - Standard Specification for Fence Fittings.
13. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
14. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates.
15. ASTM F934 - Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
16. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
17. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
18. ASTM F1183 - Standard Specification for Aluminum Alloy Chain Link Fence Fabric.
19. ASTM F1184 - Standard Specification for Industrial and Commercial Horizontal Slide Gates.
20. ASTM F1345 - Standard Specification for Zinc - 5% Aluminum -Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric.

B. Chain Link Fence Manufacturers Institute:

1. CLFMI - Product Manual.

1.4 SYSTEM DESCRIPTION

- A. Fence Height: as indicated on Drawings.
- B. Line Post Spacing: At intervals not exceeding 10 feet.
- C. Fence Post and Rail Strength: Conform to ASTM F1043 Heavy Industrial Fence quality.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- C. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- D. Manufacturer's Installation Instructions: Submit installation requirements, post foundation anchor bolt templates.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.
- C. Operation and Maintenance Data: Procedures for submittals.

1.7 QUALITY ASSURANCE

- A. Supply material in accordance with CLFMI - Product Manual.
- B. Perform installation in accordance with ASTM F567.
- C. Perform Work in accordance with manufacturer's instructions and CLFMI – Product Manual.
- D. Maintain one copy of each document on site.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- C. Identify each package with manufacturer's name.
- D. Store fence fabric and accessories in secure and dry place.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Allied Fence Mfg., Co Product: Chainlink Fence.
 - 2. Anchor Fence Co. Product: Chainlink Fence.
 - 3. Substitutions: Section 01 60 00 - Product Requirements.

2.2 MATERIALS AND COMPONENTS

- A. Materials and Components: Conform to CLFMI Product Manual.
- B. Fabric Size: CLFMI Heavy Industrial service.
- C. Intermediate Posts: Type I round.
- D. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round.
- E. Concrete: Normal Portland Cement, 2,500 psi strength at 28 days.

2.3 COMPONENTS

- A. Line Posts: 2.5 inch diameter.
- B. Corner and Terminal Posts: 3.0 inch.
- C. Gate Posts: 3.0 inch diameter.
- D. Top and Brace Rail: 1.66 inch diameter, plain end, sleeve coupled.
- E. Gate Frame: 1.66 inch diameter for welded fabrication.
- F. Fabric: 2 inch diamond mesh interwoven wire, 6 gage thick, top salvage twisted tight, bottom salvage knuckle end closed.
- G. Tension Wire: 6 gage thick steel, single strand, marcelled, spiraled or crimped, aluminum-coated tension wire conforming to ASTM A824.
- H. Tension Band: 0.078 inch thick by $\frac{3}{4}$ inch wide steel.
- I. Tension Strap: $\frac{3}{16}$ inch by $\frac{3}{4}$ inch steel.
- J. Tie Wire: Aluminum alloy steel wire.

2.4 ACCESSORIES

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.
- C. Gate Hardware: Center gate stop and drop rod Mechanical keepers; two 180 degree gate hinges for each leaf and hardware for padlock.

2.5 GATES

- A. General:
 - 1. Gate Types, Opening Widths and Directions of Operation: As indicated on Drawings.
 - 2. Factory assemble gates.
 - 3. Design gates for operation by one person.
- B. Swing Gates:
 - 1. Fabricate gates to permit 180 degree swing.
 - 2. Gates Construction: ASTM F900 with welded corners. Use of corner fittings is not permitted.
- C. Sliding Gates:
 - 1. Framing and Posts: ASTM F1184, Class 2 for internal rollers.
 - 2. Rollers for overhead and cantilever sliding gates: Bearing type. Furnish non-sealed bearings with grease fitting for periodic maintenance.
 - 3. Secure rollers to post or frame without welding.

2.6 FINISHES

- A. Components and Fabric: Galvanized to ASTM A123/A123M for components; ASTM A153/A153M for hardware; ASTM A392 for fabric; 1.8 oz/sq ft coating.
- B. Hardware: Galvanized to ASTM A153/A153M, 1.8 oz/sq ft coating.
- C. Accessories: Same finish as framing.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with manufacturer's instructions.
- B. Set intermediate, terminal, gate, and corner posts plumb, in concrete footings with top of footing flush with finish grade. Slope top of concrete for water runoff.
- C. Line Post Footing Depth Below Finish Grade: 3.5 feet.
- D. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: 3.5 feet.
- E. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
- F. Install top rail through line post tops and splice with 6 inch long rail sleeves.
- G. Install center and bottom brace rail on corner gate leaves.
- H. Place fabric on outside of posts and rails.
- I. Do not stretch fabric until concrete foundation has cured seven days.
- J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- K. Position bottom of fabric 1/2 inches above finished grade.
- L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- N. Install bottom tension wire stretched taut between terminal posts.
- O. Support gates from gate posts. Do not attach hinged side of gate from building wall.
- P. Install gate with fabric to match fence. Install three hinges on each gate leaf, latch, catches, drop bolt.

- Q. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- R. Connect to existing fence at new terminal post].
- S. Install posts with 6 inches maximum clear opening from end posts to buildings, fences and other structures.
- T. Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying materials.

3.2 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation From Plumb: 1/4 inch.
- C. Maximum Offset From Indicated Position: 1 inch.
- D. Minimum distance from property line: 6 inches.

END OF SECTION

SECTION 32 84 00
PLANTING IRRIGATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. The work covered by this Section includes furnishing all labor, equipment, and materials required to design, furnish and install an underground sprinkler system as specified herein and as shown on the drawings.
2. All work specified in this Section shall be performed by a qualified Irrigation Contractor.
3. All work and materials shall be in accordance with applicable codes.
4. Trenching.
5. Pipe and fittings.
6. Valves.
7. Outlet heads and accessories.
8. Control system.

B. Related Sections:

1. Section 26 05 03 - Equipment Wiring Connections: Power supply connections.
2. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
3. Section 26 05 33 - Raceway and Boxes for Electrical Systems.
4. Section 31 23 17 - Trenching: Excavating and backfilling for irrigation piping.
5. Section 31 23 23 - Fill: Backfilling utility structures.
6. Section 32 91 19 - Landscape Grading.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Piping:

1. Basis of Measurement: Included in the lump sum
2. Basis of Payment: Includes trenching, placing pipe and fittings, valves, control box, conduit and wiring, and accessories.

B. Sprinkler Heads:

1. Basis of Measurement: Included in the lump sum price as stated in the proposal.
2. Basis of Payment: Includes sprinkler head and fittings.

1.3 REFERENCES

A. ASTM International:

1. ASTM B32 - Standard Specification for Solder Metal.
2. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
4. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
5. ASTM D2241 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
6. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.

- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate piping layout to water source, location of sleeves under pavement, location and coverage of sprinkler heads, components, plant and landscaping features, site structures, schedule of outlets and fittings to be used.
- C. Product Data: Submit component and control system and wiring diagrams.
- D. Samples: Submit one outlet of each type, with housing. Accepted samples may be used in the Work.
- E. Submit Contractor's qualification form and/or a list of project references upon request.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of concealed components, piping system, conduit and sprinkler heads.
- C. Operation and Maintenance Data:
 - 1. Submit instructions for operation and maintenance of system and controls, seasonal activation and shutdown, and manufacturer's parts catalog.
 - 2. Submit schedule indicating length of time each valve is required to be open to deliver determined amount of water.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the latest rules and regulations of the SBCCI and other applicable laws or regulations, including any local Plumbing Code. Should the Contract Documents be a variance with the aforementioned rules and regulations, notify the Engineer for instructions before proceeding with work affected.
- B. Permits and Inspections: Any permits for the installation or construction of any work included under this contract, which are required by any of the legally constituted authorities having jurisdiction, shall be obtain and paid for by the Contractor, each at the proper time.
 - 1. The Contractor shall also arrange for and pay all costs in connection with any inspection and examination required by these authorities.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene one week prior to commencing Work of this section

1.9 FIELD MEASUREMENTS

- A. Field Conditions:
 - 1. The Contractor shall verify actual field conditions and inspect related work and adjacent surfaces. The Contractor shall report to the Owner's Construction Representative all conditions, which prevent proper execution of his work.
 - 2. The Contractor shall verify the correctness of all finish grades within the work areas to insure the proper soil coverage of the sprinkler system pipes.

1.10 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. The Contractor shall coordinate the schedule of his activities with the Owner's Construction Representative prior to commencing operations.
- C. The Contractor shall coordinate his work with those of other Contractors on site.
- D. Coordinate the Work with site backfilling, landscape grading and delivery of plant life.

1.11 WARRANTY

- A. The entire sprinkler system will be unconditionally guaranteed by the Contractor as to material and workmanship, including settling of backfilled areas below grade for a period of one (1) year following the date of acceptance of work and he hereby agrees to repair or replace any such defect occurring within that year at his expense.
- B. It shall be the Irrigation Contractor's responsibility to insure complete coverage as specified herein of the areas to be irrigated. During the warranty period the Irrigation Contractor shall make any adjustments as necessary to maintain proper coverage.
- C. A full 5-year manufacturer's warranty on all new sprinkler heads, electric valves and controllers shall be provided by the Irrigation Contractor.

1.12 EXTRA MATERIALS

- A. Section 01 70 00 – Execution and Closeout Requirements: Requirements for extra materials.
- B. Furnish the following:
 - 1. Two sprinkler heads of each type and size.
 - 2. Two valve keys for manual valves.
 - 3. Two valve box keys.
 - 4. Two keys for valve markers.
 - 5. Two wrenches for each type head core and for removing and installing each type head.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. All materials to be incorporated in this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of this system.
- B. Piping on pressure side of irrigation control valves:
 - 1. Polyvinyl Chloride (PVC) 1120 with a minimum class rating of 200, sized to maintain a flow velocity of less than five (5) feet per second (FPS).
 - 2. Type I, Grade I, Pressure Rated Pipe.
 - 3. Materials shall meet the requirements set forth in ASTM D1784-60T.
 - 4. Outside diameter of pipe shall be the same size as iron pipe.
 - 5. Pipe shall be marked at intervals (not to exceed 5') with the following information: Manufacturer's name or trade mark, nominal pipe size, schedule, PVC type and grade (i.e. PVC 1120), SDR rating class, working pressure at 73° F and (NSF) approval.
 - 6. PVC Type I shall not be threaded.
 - 7. Caution should be utilized in handling Type I pipe due to the possibility of cracking or splitting when dropped or handled carelessly.
 - 8. When connection is plastic to metal, male adaptor shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench.
- C. Piping on non-pressure side or irrigation control valves shall be: Polyvinyl Chloride (PVC) 1120 with a minimum class rating of 160 psi, NFS approved, sized to maintain a flow velocity of less than five (5) feet per second (FPS).
- D. Pipe for Sleeving: High impact pipe, polyvinyl chloride (PVC) 2110. Minimum Schedule 40.
- E. Fittings: Fitting for Solvent-Weld PVC Pipe" Schedule 40 or 80, polyvinyl chloride (PVC), Type 1, to meet ASTM D2366-72 and D-2467-73 NSF approved equal. Threaded PVC nipples shall be Schedule 80.

2.2 WATER METERS

- A. Water meter shall be provided and installed by the local water district in accordance with their requirements. Owner will pay cost.

2.3 BACKFLOW PREVENTER

- A. Backflow PREVENTER shall be provided and installed by the irrigation Contractor.

2.4 SPRINKLER HEADS

- A. All sprinkler heads shall be pop-up type heads. Acceptable manufacturers listed below.
 - 1. Toro – Riverside, CA (714) 688-9221.
 - 2. RainBird – Glendora, CA (818) 963-9311.
 - 3. Hunter Industries, San Marcos, CA (760) 744-5240.
 - 4. Approved equal.

2.5 SHUT OFF VALVES

- A. Up to three inches (3") size: 125 pound bronze construction, non-rising stem type, sized to line, or approved equal.

2.6 QUICK COUPLING VALVES

- A. As indicated on the drawings.
- B. Furnish two valve keys fitted with three-quarter inch (3/4") swivel hose cells.
- C. All quick coupling valve keys and hose swivels shall be of the same manufacturer as the quick couplers.

2.7 VALVE BOXES

- A. To be injection-molded of polyesters and fibrous inorganic temperature resistant, components.
- B. For Remove Control Valve: Shall be rectangular or round in shape and sized to provide adequate clearance to operate and service valve.
- C. For Shut-Off Valves and Quick Coupler Valves: Shall be round, approximately nine inches (9") inside diameter by ten inches (10").

2.8 MANUAL VALVES

- A. Manual drain valve to be provided by Irrigation Contractor and installed according to local codes and the manufacturer's latest printed instructions.

2.9 RAIN SHUT-OFF DEVICES

- A. Shall be provided. Acceptable models and manufacturers listed below:
 1. RainBird, Rain-Check
 2. WeatherMatic, Rain-Stat
 3. Hunter, Rain-Clik
 4. Approved equal.

2.10 ELECTRICAL CONDUIT AND FITTINGS

- A. Underground plastic conduit: Class III, FS W-C1094.

2.11 CONTROL WIRE

- A. Wire: Solid copper wire, U.L. approved for direct burial in ground. Minimum gauge - #14 UF. Common ground wire shall be white.

2.12 SPLICING MATERIALS

- A. Splicing Materials: 3M Direct Bury (DBY) splice kits by 3M Corporation, Austin, TX (512) 984-5657. Or approved equal.

2.13 REMOTE CONTROL VALVES

- A. Remote controlled valves shall be electrically operated, normally closed, 24 Volt AC, 1 Ampere, constructed of corrosion resistant cycolac and stainless steel, capable of manual operation, and shall be self-flushing. The valve shall have a throttling device for system balancing and shall comply with all code and permitting requirements.

2.14 CONTROLS AND CONTROL VALVES

- A. A fully automatic controller manufactured by RainBird, Toro, Weather Matic, Hunter of approved equal. Controller must have the following features:
 - 1. Master on/off switch that permits system shutdown with programing maintained.
 - 2. Independent station programming.
 - 3. Independent station timing.
 - 4. Manual operation option.
 - 5. Variable day cycle.
 - 6. Battery powered models not permitted.
- B. Wall mounted installation, unless specified otherwise on the drawing.

PART 3 EXECUTION

3.1 GENERAL

- A. The Irrigation Contractor shall carefully schedule his work with the Contractor and all other site developments.
- B. Full and complete coverage is required. Contractor shall make any necessary minor adjustments to layout as required to achieve full coverage of irrigated areas at no additional cost to the Owner.
- C. Unless otherwise indicated, comply with the requirements of Uniform Plumbing Code.

3.2 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify location of existing utilities.
- C. Verify required utilities are available, in proper location, and ready for use.

3.3 PREPARATION

- A. Piping layout indicated is diagrammatic only. Route piping to avoid plants, ground cover, and structures.
- B. Layout and stake locations of system components.

- C. Review layout requirements with other affected work. Coordinate locations of sleeves under paving to accommodate system.

3.4 TRENCHING

- A. Perform all excavation as required for installation of work included under this Section, including shoring of earth banks, if necessary. Restore all surfaces, existing underground installation, etc., damaged or cut as a result of the excavations, to their original condition.
- B. Trenches shall be open, vertical sided construction wide enough to provide free working space around work installed and to provide ample space for backfilling and compacting.
- C. When two (2) pipes are to be placed in the same trench, a six-inch (6") space is to be maintained between the pipes. The Contractor shall not install two pipes with one directly above the other.
- D. Trenches located under paving shall be backfilled with sand (a layer six inches (6") below the pipe and three inches (3") above the pipe) and compacted in layers of 95% compaction. Depth of trenches shall be sufficient to provide the minimum cover above the top of the pipe as follows:
 - 1. 12" over non-pressure lateral lines
 - 2. 18" over non-pressure lateral lines under paving
 - 3. 18" over control wires
 - 4. 18" over sprinkler main line
 - 5. 24" over sprinkler main line under paving
 - 6. The Contractor shall cut trenches for pipe to required grade lines and compact trench bottom to provide accurate grade and uniform bearing for the full length of the line.
- E. All laterals and mainline shall be sufficiently sloped to provide a positive drainage through drain valves.

3.5 BACKFLOW PREVENTION DEVICE

- A. Provided by Irrigation Contractor, as necessary or required by the regulating agency.

3.6 PIPE LINE ASSEMBLY

- A. Clean all pipes and fittings of dirt, scales and moisture before assembly.
- B. PVC pipe shall be laid on solid undisturbed soil or on thoroughly compacted full bed of suitable soil so as to assure full bedding, proper alignment and minimum slope for drainage.
- C. PVC pipe ends and PVC fittings shall be thoroughly cleaned for full depth of fitting with liquid cleaner cement. Method of application shall be in accordance with manufacturer's recommendations for solvent weld connections. Cure joint a minimum of one hour before applying any external stress on the piping and at least twenty-four (24) hours before placing the joint under water pressure, unless otherwise specified by manufacturer.
- D. PVC Sleeves and Electrical Conduit:
 - 1. All PVC sleeves shall be a minimum of twice (2x) the diameter of the pipe to be sleeved.

2. All PVC control wire conduit shall be of sufficient size to hold the required quantity of control and common wires.
- E. Protect piping from displacement.
- 3.7 THRUST BLOCKS
- A. Provide concrete thrust blocks on the thrust side of the mainline pipe wherever the pipe line is larger than 2 ½" in diameter, and changes direction, as at tees or bends, or dead-ends and at any other location where thrust is to be expected.
- 3.8 IRRIGATION CONTROL VALVES
- A. Install control valves in valve boxes grouping together where practical. Place no closer than twelve inches (12") to walk edges, building, and walls.
 - B. Adjust pressure regulating remote control valves so that most remote sprinkler heads operate at the pressure specified.
 - C. Install valves as shown in details and in accordance with manufacturer's instructions and the specifications.
- 3.9 QUICK COUPLING VALVES
- A. Valves shall be installed on a three (3) elbow PVC Schedule 80 swing joint assembly.
- 3.10 VALVES BOXES
- A. Valve boxes shall be set flush with finish grade in lawn areas.
- 3.11 SPRINKLER HEADS
- A. All sprinkler heads within a zone shall have matched precipitation rates.
 - B. All heads operating on one valve (zone) shall do so at the same pressure.
 - C. Do not mix different types of heads within a zone.
 - D. All sprinkler nozzles shall be adjusted for the proper radius and direction of spray pattern. Make adjustments where possible to prevent overspraying onto walks, pavement, or buildings.
 - E. Sprinkler heads and quick coupling valves shall be set perpendicular to finished grade unless otherwise designated on the plans.
- 3.12 DRAIN VALVES
- A. The mainline and laterals shall be drained with manual drain valves.
 - B. Install drain valves at sufficient intervals to provide complete drainage of all piping.

3.13 AUTOMATIC CONTROLLER

- A. The location of the automatic controller shall be coordinated with the Owner by the General Contractor. Obtain approval of controller location from Engineer.
- B. All local and other applicable codes shall take precedence in connecting the 110-volt electrical service to the Controller.
- C. Install per local code, manufacturer's latest printed instructions, and as detailed.
- D. Connect remote control valves to controller in sequence to correspond with station setting beginning with Stations 1, 2, 3, etc.
- E. Affix controller name (i.e. "Controller A") on inside of controller cabinet door with letters minimum of one inch (1") high. Affix a non-fading copy of irrigation diagram to cabinet door below controller name. Irrigation diagram shall be reduced copy of the as-built drawing and shall clearly show all valves operated by the Controller, the station number, and valve size.

3.14 CONTROL WIRING

- A. All electrical equipment and wiring shall comply with local and state codes and be installed by those skilled and licensed in the trade.
- B. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible, and shall have a minimum of eighteen-inches (18") cover.
- C. Control wire shall be installed to the side of the main line whenever, possible. Placement over pipes is not permitted.
- D. When more than one (1) wire is placed in trench, the wiring shall be taped together at ten feet (10') intervals.
- E. An expansion curl shall be provided within three feet (3') of each wire connection and at least every one hundred feet (100') of wire length on runs of more than one hundred feet (100'). Expansion curls shall be formed by wrapping at least five (5) turns of wire around a one-inch (1") diameter pipe, then withdrawing pipe.
- F. Control wire splices at remote control valves to be crimped and sealed with specified splicing materials. Line splices will be allowed only on runs of more than 500 feet (500') and they must be located in ten-inch (10") round splice boxes, which are green in color. The connector shall be 3MD splice kit by 3M Corporation, or "Snip-Snap" connector by Imperial. Use one splice per connector sealing packs.
- G. The main line shall have two (2) spare wires installed its entire length and to the automatic controller. Label each end "spare wire".

3.15 TESTING

- A. All testing shall be done under the supervision of the Owner's Representative. Submit written requests for inspections to the Owner at least three (3) days prior to anticipated inspection

date. The Contractor will be notified of any work which does not meet the installation instructions and will be required to correct such work.

- B. Upon completion of construction, the Contractor will test the entire system under normal working conditions. Upon visual inspection of the ground, should any leak be found, it shall be promptly repaired. All components will be checked for proper operation. Any malfunctioning equipment or leak shall be repaired and retested until it is in satisfactory working condition.

3.16 BALANCE AND ADJUSTMENT

- A. Contractor shall balance and adjust various components of sprinkler system to maximize performance and efficiency. This includes synchronization of controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, individual station adjustments and other adjustments necessary to obtain optimum performance.

3.17 BACKFILL AND COMPACTING

- A. Compact backfill for all trenches, regardless of the type of pipe covered, to minimum 95% density under pavements, 85% under planted areas.
- B. A fine granular material shall be placed initially on all lines with a minimum of three inches (3") cover. No foreign matter larger than one-half inch (1/2") in size shall be permitted in the initial backfill.
- C. Compact trenches in areas to be planted, by thoroughly flooding the backfill.
- D. Within all planting and lawn areas, restore the existing six-inch (6") layer of topsoil to its original condition and finish grade.
- E. The Contractor shall dispose of surplus earth remaining after backfilling off-site.

3.18 DRAWINGS AND RECORD/OWNER'S MANUAL

- A. Drawings of Record: After completion of irrigation system and before final payment, Contractor shall furnish to Owner a record, to scale with dimensions where required, of the entire irrigation system showing sprinkler heads, valves, drains, controllers and pipelines.
- B. Owner's Manual: After completion of the irrigation system and before final payment, Contractor shall provide the Owner instruction sheets including maintenance and operations manual and parts lists covering all operation equipment that shall be bound into a folder. Contractor shall also provide all necessary special tools for maintaining the system.

END OF SECTION

SECTION 32 91 13
SOIL PREPARATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparation of subsoil.
2. Soil testing.
3. Placing topsoil.

B. Related Sections:

1. Section 31 05 13 – Soils for Earthwork: Topsoil material.
2. Section 31 22 13 - Rough Grading: Rough grading of site.
3. Section 31 23 17 - Trenching: Rough grading over cut.
4. Section 32 91 19 - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the Work of this section.
5. Section 32 92 19 - Seeding

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Landscape Preparation:

1. Basis of Measurement: Included in the lump sum bid for cleanup.
2. Basis of Payment: Includes all associated labor, materials, equipment, excavation, fill for landscape grading and grading necessary to obtain the required contours and replacement of necessary fences, trees, shrubs, guard rail, mail boxes, and other landscaping necessary to return work area to preconstruction conditions.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Submit minimum 10 lb sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
- C. Test Reports: Indicate topsoil nutrient and pH levels with recommended soil supplements and application rates.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- E. Disregard sample submission of recent test results are available for type of fill.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Michigan Department of Transportation's Standard.
- B. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, roads, sidewalks, paving, mailboxes, and curbs.

2.2 SOIL MATERIALS

- A. Topsoil Minimum 4" Compacted Depth: As specified in Section 32 05 13 Type S3.
- B. Topsoil: Imported, fabric loam; free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter.
- C. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; pH value of minimum 5.5 and maximum 7.5.

2.3 ACCESSORIES

- A. Mulching Material: Conwed Verdoyl #2000.
- B. Fertilizer: FS O-F-241, Commercial Grade with 12-12-12 analysis.
- C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Stakes: softwood lumber, chisel pointed.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove subsoil contaminated with petroleum products.
- D. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.3 PLACING TOPSOIL

- A. Spread topsoil to minimum compacted depth of 4 inches over area to be seeded. Rake until smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Fine grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of seeded areas in straight lines to consistent depth.
- F. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- G. Manually spread topsoil around trees and plants to prevent damage.
- H. Lightly compact. Roll placed topsoil.
- I. Remove surplus subsoil and topsoil from site.
- J. Leave stockpile area and site clean and raked, ready to receive landscaping.
- K. Place required trees shrubs, fences, and mail boxes in their proper locations.
- L. Reconstruct and place guard rails in proper locations to meet MDOT and Municipal specifications.

END OF SECTION

SECTION 32 91 19
LANDSCAPE GRADING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Final grade topsoil for finish landscaping.

B. Related Sections:

1. Section 31 05 13 – Soils for Earthwork.
2. Section 31 22 13 - Rough Grading: Site contouring.
3. Section 31 23 17 - Trenching: Backfilling trenches.
4. Section 31 23 23 - Fill: Backfilling at building areas.
5. Section 32 92 19 - Seeding and Soil Supplements: Finish ground cover.
6. Section 32 93 00 - Plants: Topsoil fill for trees, plants and ground cover.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Topsoil:

1. Basis of Measurement: Included in the lump sum price bid.
2. Basis of Payment: Includes all labor, material and equipment required for landscape grading necessary for this project.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures

B. Samples: If required by Engineer, submit, in air-tight containers, 10 lb sample of each type of Type of fill to testing laboratory.

C. Materials Source: Submit name of imported materials source.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Furnish each topsoil material from single source throughout the Work.

B. Perform Work in accordance with State of Michigan Department of Transportation Standards.

C. Maintain one copy on site.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Topsoil: Excavated from site and free of weeds.

- B. Topsoil: Imported, friable loam; free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter.
- C. Topsoil furnished from outside the project limits shall be approved by the Owner/Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify building and trench backfilling have been inspected.
- C. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

- A. Protect landscaping and other features remaining as final Work.
- B. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove contaminated subsoil.
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, sodding, planting, is required. to minimum depth of 4 inches. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to plant material, building, utilities and curbs to prevent damage.
- E. Roll placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

3.7 SCHEDULES

- A. Compacted topsoil thicknesses:
 - 1. Seeded Grass: 4 inches.
 - 2. Sod: 4 inches.
 - 3. Shrub Beds: 18 inches.
 - 4. Flower Beds: 12 inches.
 - 5. Planter Boxes: To within 3 inches of box rim.

END OF SECTION

SECTION 32 92 19
SEEDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fertilizing.
2. Seeding.
3. Hydroseeding.
4. Mulching.
5. Maintenance.

B. Related Sections:

1. Section 31 22 13 - Rough Grading: Rough grading of site.
2. Section 31 23 17 - Trenching: Rough grading over cut.
3. Section 32 05 13 - Soils for Exterior Improvements: Topsoil material.
4. Section 32 84 00 - Planting Irrigation.
5. Section 32 91 13 - Soil Preparation
6. Section 32 91 19 - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the Work of this section.
7. Section 32 92 23 - Sodding.
8. Section 32 93 00 - Plants.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Grassed Areas:

1. Basis of Measurement: Included in the lump sum price bid.
2. Basis of Payment: Includes all excavation, labor, materials, fertilizer, mulch, landscape, grading, topsoil, subsoil, seeding, watering and maintenance to provide for uniform grass growth and any re-seeding and erosion repair to provide for a uniform grass growth at the completion of the project.

1.3 REFERENCES

A. ASTM International:

1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

B. FS 0-F-241 – Fertilizers, Mixed, Commercial.

1.4 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.7 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. Perform Work in accordance with Michigan Department of Transportation Standards.
- C. Provide signed affidavit stating the amount and type of seed, fertilizer, and mulch applied per acre.
- D. Maintain one copy of each document on site.

1.8 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.9 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.11 MAINTENANCE SERVICE

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance service.
- B. Maintain seeded and sodded areas immediately after placement until grass is well established and exhibits vigorous growing condition and is accepted by Owner. Guarantee replacement of dead material for one year from date of substantial completion.
- C. Contractor shall be responsible for maintaining adequate seedbed moisture until the sodbed is established.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. Furnish materials in accordance with Municipal, Federal and State Standards.
- B. Seed Mixture:

Kentucky Blue Grass	30 percent
Creeping Red Fescue Grass	40 percent
Perennial Rye Grass (Manhattan)	30 percent

2.2 ACCESSORIES

- A. Mulching Material: Conwed Verdoyl #2000
- B. Fertilizer: FS 0-F-241, Commercial grade A with 12 12 12 analysis.
- C. Lime: ASTM C602, Class T agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
- D. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- E. Erosion Fabric: Jute matting, open weave.
- F. Stakes: Softwood lumber, chisel pointed.
- G. String: Inorganic fiber.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.
- E. Notify Engineer 72 hours prior to hydroseeding and fertilizing for approval to proceed.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.
- C. Landscape Seeding: Verify that prepared soil base is read to receive the work of this section. See Section 32 91 19 – Landscape Grading.

3.2 FERTILIZING

- A. Apply fertilizer at application rate of 500 lbs per acre.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine used to apply seed.
- D. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- E. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.3 SEEDING

- A. Apply seed at rate of 500 lbs per acre evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: May 1 to October 10 unless otherwise approved by the Engineer.
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.4 HYDROSEEDING

- A. Apply seed, fertilizer and mulch slurry with a hydraulic seeder at a rate of 200 lbs. per acre of seed, 500 lbs per acre of fertilizer and 14,000 lbs per acre of mulch, evenly on prepared seedbed. Do not apply slurry on shrubs or trees.
- B. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 3 inches of soil and maintain moisture levels two to four inches.
- C. Planting Season: May 1, to October 15, unless otherwise approved by the Engineer.

3.5 SEED PROTECTION

- A. Cover seeded slopes where grade is 6 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.6 MAINTENANCE

- A. Contractor shall guarantee a uniform grass growth over the entire project and shall reseed bare and thin areas until this is accomplished at no additional cost to the project.
- B. Water to prevent grass and soil from drying out.
- C. Roll surface to remove minor depressions or irregularities.
- D. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- E. Immediately reseed areas showing bare spots.
- F. Repair any eroded areas and reseed immediately.
- G. Repair washouts or gullies.
- H. Protect seeded areas with warning signs during maintenance period.

END OF SECTION

SECTION 33 01 30.13

SEWER AND MANHOLE TESTING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Testing of Gravity Sewer Piping:
 - a. Low pressure air testing.
 - b. Exfiltration testing.
 - c. Infiltration testing.
2. Testing of pressure piping.
3. Deflection testing of plastic sewer piping.
4. Testing of Manholes:
 - a. Vacuum testing.
 - b. Exfiltration testing.

B. Related Requirements:

1. Section 33 01 30.61 - Sewer and Pipe Joint Sealing: Testing and sealing of sewer pipe joints.
2. Section 33 01 30.62 - Manhole Grout Sealing: Cleaning, plugging, and grout sealing of defective manholes.
3. Section 33 01 30.72 - Relining Sewers: Relining of sanitary sewer piping and associated preparatory Work.
4. Section 33 05 13.13 - Manhole Grade Adjustment: Raising of designated manholes and replacing them with waterproof frames and covers.
5. Section 33 31 00 - Sanitary Utility Sewerage Piping: Pipe materials, manholes, and accessories normally encountered with gravity sanitary drain building piping from 5 feet outside building to final connection.
6. Section 33 33 00 - Low Pressure Utility Sewerage: Pipe materials and accessories normally encountered with low pressure sanitary sewage collection systems where on-lot grinder pumps convey domestic sewage.
7. Section 33 34 00 - Sanitary Utility Sewerage Force Mains: Pipe materials and accessories normally encountered with municipal sanitary sewage force mains.

1.2 REFERENCE STANDARDS

A. ASTM International:

1. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.
- 2.
3. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.

B. American Water Works Association:

1. AWWA C600 - Installation of Ductile Iron Mains and Their Appurtenances.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Submit following items prior to start of testing:
 - 1. Testing procedures.
 - 2. List of test equipment.
 - 3. Testing sequence schedule.
 - 4. Provisions for disposal of flushing and test water.
 - 5. Certification of test gage calibration.
 - 6. Deflection mandrel drawings and calculations.
- C. Test and Evaluation Reports: Indicate results of piping tests.

PART 2 PRODUCTS

2.1 EXFILTRATION TESTING

- A. Equipment:
 - 1. Plugs.
 - 2. Pump.
 - 3. Measuring device.

2.2 AIR TESTING

- A. Equipment:
 - 1. Air compressor.
 - 2. Air supply line.
 - 3. Shutoff valves.
 - 4. Pressure regulator.
 - 5. Pressure relief valve.
 - 6. Stopwatch.
 - 7. Plugs.
 - 8. Pressure Gage: Calibrated to 0.1 psi.

2.3 INFILTRATION TESTING

- A. Equipment: Weirs.

2.4 HYDROSTATIC TESTING

- A. Equipment:
 - 1. Hydro pump.
 - 2. Pressure hose.
 - 3. Water meter.
 - 4. Test connections.
 - 5. Pressure relief valve.
 - 6. Pressure Gage: Calibrated to 0.1 psi.

2.5 DEFLECTION TESTING

- A. Equipment:
 - 1. "Go, no go" mandrels.
 - 2. Pull/retrieval ropes.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that manholes and piping are ready for testing.
- C. Verify that trenches are backfilled.
- D. Verify that pressure piping thrust restraint system is installed.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for preparation.
- B. Lamping:
 - 1. Lamp gravity piping after flushing and cleaning.
 - 2. Perform lamping operation by shining light at one end of each pipe section between manholes.
 - 3. Observe light at other end.
 - 4. Pipe not installed with uniform line and grade will be rejected.
 - 5. Remove and reinstall rejected pipe sections.
 - 6. Reclean and lamp until pipe section is installed to uniform line and grade.
- C. Plugs:
 - 1. Plug outlets, wye branches, and laterals.
 - 2. Brace plugs to resist test pressures.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Testing of Gravity Sewer Piping:
 - 1. Low Pressure Air Testing:
 - a. Test each reach of gravity sewer piping between manholes.
 - b. Introduce air pressure slowly to approximately 4 psig.
 - 1) Determine ground water elevation above spring line of piping.
 - 2) For every foot of ground water above spring line of piping, increase starting air test pressure by 0.43 psi.
 - 3) Do not increase pressure above 10 psig.
 - c. Allow pressure to stabilize for at least five minutes.

- d. Adjust pressure to 3.5 psig or to increased test pressure as determined above when ground water is present.
- e. Testing:
 - 1) Determine test duration for reach of sewer with single pipe size from following table; do not make allowance for laterals.

NOMINAL PIPE SIZE, INCHES	MINIMUM TESTING TIME, MIN/100 FEET
3	0.2
4	0.3
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0

- 2) Record drop in pressure during testing period.
 - 3) If air pressure drops more than 1.0 psi during testing period, piping has failed.
 - 4) If 1.0 psi air pressure drop has not occurred during testing period, piping is acceptable; discontinue testing.
 - 5) If piping fails, test reach of piping in incremental stages until leaks are isolated, repair leaks, and retest entire reach between manholes.
2. Exfiltration Testing of Pipes Larger than 36 inches in Diameter:
 - a. Perform exfiltration testing not exceeding 100 gal. for each inch of pipe diameter for each mile per day for each reach of piping undergoing testing.
 - b. Perform testing with minimum positive head of 2 feet.
 3. Infiltration Testing:
 - a. Maximum Allowable Infiltration: 100 gal./in. of pipe diameter for each mile per day for reach of piping undergoing testing.
 - b. Include allowances for leakage from manholes.
 - c. Perform testing with minimum positive head of 2 feet.
- C. Testing of Pressure Piping:
1. Test system according to AWWA C600 and following:
 - a. Hydrostatically test each portion of pressure piping, including valved section, at 1.5 times working pressure of piping, based on elevation of lowest point in piping corrected to elevation of test gage.
 - b. Conduct hydrostatic testing for at least two hours.
 - c. Slowly fill with water portion of piping to be tested, expelling air from piping at high points.
 - d. Install corporation cocks at high points.
 - e. Close air vents and corporation cocks after air is expelled.
 - f. Raise pressure to specified test pressure.
 - g. Observe joints, fittings, and valves undergoing testing.
 - h. Remove and renew cracked pipes, joints, fittings, and valves that show visible leakage.
 - i. Retest.

- j. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
- k. Maintain pressure within plus or minus 5.0 psi of test pressure.
- l. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of testing. Compute maximum allowable leakage using following formula:

$L = [SD \times \sqrt{P}]/C$
L = testing allowance, gph
S = length of pipe tested, feet
D = nominal diameter of pipe, inches
P = average test pressure during hydrostatic testing, psig
C = 148,000
Note:
1. When pipe undergoing testing contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each pipe size.

- 2. If testing of piping indicates leakage greater than that allowed, locate source of leakage, make corrections, and retest until leakage is within acceptable limits.
- 3. Correct visible leaks regardless of quantity of leakage.

D. Deflection Testing of Plastic Sewer Piping:

- 1. Perform vertical ring deflection testing on PVC and acrylonitrile butadiene styrene sewer piping after backfilling has been in place for at least 30 days but not longer than 12 months.
- 2. Allowable maximum deflection for installed plastic sewer pipe is no greater than five percent of original vertical internal diameter.
- 3. Perform deflection testing using properly sized rigid ball or "go, no go" mandrel.
- 4. Furnish rigid ball or mandrel with diameter not less than 95 percent of base or average inside diameter of pipe, as determined by ASTM standard to which pipe is manufactured; measure pipe diameter in compliance with ASTM D2122.
- 5. Perform testing without mechanical pulling devices.
- 6. Locate, excavate, replace, and retest piping that exceeds allowable deflection.

E. Testing of Manholes:

- 1. Description:
 - a. If air testing, test whenever possible prior to backfilling in order to more easily locate leaks.
 - b. Repair both outside and inside of joint to ensure permanent seal.
 - c. Test manholes with manhole frame set in place.
- 2. Vacuum test according to ASTM C1244 and following:
 - a. Plug pipe openings; securely brace plugs and pipe.
 - b. Inflate compression band to create seal between vacuum base and structure.
 - c. Connect vacuum pump to outlet port with valve open, then draw vacuum to 10 in. Hg.
 - d. Close valve.
 - e. Testing:
 - 1) Determine manhole testing duration using following table:

MANHOLE DIAMETER (feet)	TEST PERIOD
4	60 seconds
5	75 seconds
6	90 seconds

- 2) Record vacuum drop during test period.

- 3) If vacuum drop is greater than 1 in. Hg during testing period, repair and retest manhole.
 - 4) If vacuum drop of 1 in. Hg does not occur during test period, manhole is acceptable; discontinue testing.
 - 5) If vacuum test fails to meet 1 in. Hg drop in specified time after repair, repair and retest manhole.
3. Exfiltration Testing:
- a. Plug pipes in manhole.
 - b. Remove water from manhole.
 - c. Observe plugs over period of not less than two hours to ensure that there is no leakage into manhole.
 - d. Determine ground water level outside manhole.
 - e. Fill manhole with water within 4 inches of top of cover frame.
 - f. Prior to testing, allow manhole to soak from minimum of four hours to maximum of 72 hours.
 - g. After soak period, adjust water level inside manhole to within 4 inches of top of cover frame.
 - h. Measure water level from top of manhole frame.
 - i. At end of four- hour testing period, again measure water level from top of manhole frame; compute drop in water level during testing period.
 - j. Manhole exfiltration test is considered satisfactory when drop in water level is less than values listed in following table:

MANHOLE DEPTH (FEET)	ALLOWABLE LEAKAGE IN FEET FOR MANHOLE DIAMETER		
	4	5	6
4	0.11	0.14	0.17
6	0.17	0.21	0.26
8	0.23	0.29	0.35
10	0.28	0.35	0.42
12	0.34	0.43	0.51
14	0.40	0.50	0.60
16	0.45	0.56	0.68
18	0.51	0.64	0.77
20	0.57	0.71	0.86
22	0.62	0.78	0.93
24	0.68	0.85	1.02
26	0.74	0.93	1.11
28	0.79	0.99	1.19
30	0.85	1.06	1.28

4. If unsatisfactory testing results are achieved, repair manhole and retest until result meets criteria.
5. Repair visible leaks regardless of quantity of leakage.

END OF SECTION

SECTION 33 31 00 - SANITARY UTILITY SEWERAGE PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sanitary sewage pipe.
2. Underground pipe markers.
3. Manholes.
4. Bedding and cover materials.

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete: Concrete type for manhole base pad construction.
2. Section 22 13 00 - Facility Sanitary Sewerage: Product and execution requirements for sanitary waste and vent piping at building.
3. Section 31 05 13 - Soils for Earthwork: Soils for backfill in trenches.
4. Section 31 05 16 - Aggregates for Earthwork: Aggregate for backfill in trenches.
5. Section 31 23 16 - Excavation: Product and execution requirements for excavation and backfill required by this section.
6. Section 31 23 17 - Trenching: Execution requirements for trenching required by this section.
7. Section 31 23 23 - Fill: Requirements for backfill to be placed by this section.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe and Fittings:

1. Basis of Measurement: Included in the Lump Sum price bid as stated in the Proposal.
2. Basis of Payment: Includes hand trimming excavation, bedding, pipe and fittings, connection to building service piping and to municipal sewer.

B. Cleanout:

1. Basis of Measurement: Included in the Lump Sum price bid as stated in the Proposal.
2. Basis of Payment: Includes excavating, unit installation with accessories, connection to sewer piping.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
2. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
3. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
4. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

5. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
6. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
7. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
8. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
9. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
10. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
11. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
12. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
13. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
14. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
15. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
16. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
17. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
18. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
19. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.4 DEFINITIONS

- A. Bedding: Fill placed under, beside and directly over pipe, prior to subsequent backfill operations.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data indicating pipe material used, pipe accessories, and structures.
- C. Manufacturer's Installation Instructions: Indicate special procedures required to install Products specified.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

- B. Project Record Documents: Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with City of Owosso Public Work's standard.
- B. Maintain one copy of each document on site.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements and elevations are as indicated.

1.9 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate the Work with termination of sanitary sewer connection outside building, connection to municipal sewer utility service, and trenching.

PART 2 PRODUCTS

2.1 SANITARY SEWAGE PIPE

- A. Plastic Pipe: ASTM D3034, SDR 35, Poly Vinyl Chloride (PVC) material; inside nominal diameter of 6, 8, 10, and 12, 15 and 18 inches, bell and spigot style rubber ring sealed gasket joint. (Sewers 19' deep or less).
 - 1. Fittings: PVC.
 - 2. Joints shall meet ASTM D3212.
- B. Plastic Pipe: ANSI/ASTM D2241, SDR 26 Type PSM Poly Vinyl Chloride (PVC) material; inside nominal diameter of 6, 8, 10, 12, 15, and 18 inches, rubber gasket joints. (Sewers deeper than 19'.) Joints shall meet ASTM D3139.

2.2 UNDERGROUND PIPE MARKERS

- A. Plastic Ribbon Tape: Bright colored, continuously printed, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.
- B. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, imprinted with "Sewer Service" in large letters.

2.3 MANHOLES

- A. Manhole Lid and Frame:
 - 1. As detailed on the plans, or equal, with solid cover.
 - 2. Manhole frame shall have 4 holes in the base flange for bolting to cone section.
 - 3. Furnish 4 inch by 5/8 inch cadmium coated threaded studs with nuts and washers for bolting frame to cone section.
 - 4. Lettering on cover shall be as required by governing authority.
- B. Shaft Construction and Eccentric Cone Top Section: Reinforced precast Concrete pipe sections, lipped male/female O-ring rubber gasket premium type joints, plastic coated steel ladder rungs into shaft sections at 15 inches; nominal shaft diameter of 48 inches.
- C. Base section shall have an integrally cast bottom.

2.4 BEDDING AND COVER MATERIALS

- A. Bedding: Fill Type A1 A2 as specified in Section 31 05 16.
- B. Cover: Fill Type A3 A4, as specified in Section 31 05 16.
- C. Soil Backfill from Above Pipe to Finish Grade: Soil Type S1 S2, as specified in Section 31 05 13. Subsoil with no rocks over 6 inches in diameter, frozen earth or foreign matter.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings.

3.2 PREPARATION

- A. Correct over excavation with MDOT 6A.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 31 23 17.
- B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 6 inches.

- C. Maintain optimum moisture content of bedding material to attain required compaction density.

3.4 INSTALLATION - PIPE

- A. Install pipe, fittings, and accessories in accordance with ASTM D2321 for flexible pipe and manufacturer's instructions. Seal joints watertight.
- B. Lay pipe to line and grade noted on drawings by the use of a laser beam alignment method proven reliable and operated by competent experienced personnel.
- C. Install bedding at sides and over top of pipe to minimum compacted thickness of 12 inches.
- D. Refer to Section 31 23 17 for backfilling and compacting requirements. Do not displace or damage pipe when compacting.
- E. Connect to municipal sewer system manhole.
- F. Install plastic ribbon tape continuous over top of pipe. Buried 12 inches above pipe line; coordinate with Section 31 23 17.

***** [OR] *****

- G. Install trace wire continuous over top of pipe. Buried 12 inches above pipe line; coordinate with Section 31 23 17.
- H. Install site sanitary sewage system piping to 5 feet of building. Connect to building sanitary waste system. Refer to Section 22 13 00.

3.5 INSTALLATION - MANHOLES

- A. Excavate for manholes in accordance with Section 31 23 16.
- B. Form bottom of excavation clean and smooth to correct elevation.
- C. Form and place cast-in-place concrete base pad, with provision for sanitary sewer pipe end sections.
- D. Establish elevations and pipe inverts for inlets and outlets as indicated on Drawings.
- E. Mount lid and frame level in grout, secured to top cone section to elevation indicated.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Deflection Test: Test in accordance with Section 33 01 30.13 – Sewer and Manhole Testing.
- C. Request inspection prior to and immediately after placing bedding.

- D. Compaction Testing: In accordance with ASTM D2922.
- E. When tests indicate Work does not meet specified requirements, remove work, replace and retest.
- F. Frequency of Compaction Tests: As directed by Engineer.

3.7 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

EXHIBIT A

Portable Bleacher Upgrades – Willman Field

June 2, 2014

Dan Hock, Director of Operations
Owosso Public Schools
645 Alger St.
Owosso, MI 48867

RE: 2014 Portable Bleacher Inspection
Willman Field

Mr. Hock:

On May 29, 2014 Spicer Group performed a visual inspection of the portable bleachers located at Willman Field. Both the home and visitor portable bleachers were inspected for compliance with the 2012 International Code Council 300 - Standard for Bleachers, Folding and Telescopic Seating, and Grandstands as well as National Fire Protection Association NFPA-102

In general, the bleachers appear to be in fair condition. However, several steps will need be taken in the future to meet the International Code Council requirements for existing bleachers and ensure the safety of the public.

Code Requirements

The following is a brief summary of the code requirements that apply to the inspection of these bleachers:

National Fire Protection Association NFPA-102

Section 4-4: Seating

4-4.4 Any opening between the seat board and footboard that is located more than 30 in. (76 cm) above grade shall be provided with intermediate construction such that a 4-in. (10.2-cm) diameter sphere cannot pass.

Section 4-5: Railings or Guards

4-5.1 Railings or guards not less than 42 in. high above the aisle surface or footrest or 42in. vertically above the center of the seat board surface, whichever is adjacent, shall be provided along those portions of the backs and ends of all grandstands where the seats are more than 4 ft above the ground.

4-5.2 Where the front footrest of any grandstand is more than 2 ft above the ground, railings or guards not less than 26 in. high above such front footrests shall be provided.

4-5.3 Each cross aisle located at the front of the grandstand shall be provided with a rail not less than 36 in. high.

4-5.4 Each cross aisle other than those located at the front of the grandstand shall be provided with a rail not less than 26 in. high.

4-5.5 Vertical openings between guardrails and footboards or seat boards shall prevent the passage of a 4-in. diameter sphere.

4-9 Maintenance The owner shall provide for not less than annual inspection and required maintenance of each grandstand to ensure safe conditions. At least biennially the inspection shall be performed by a professional engineer or registered architect. Where required by the authority having jurisdiction, the owner shall provide certification that such inspection has been performed.

2012 ICC 300 - Standard for Bleachers, Folding and Telescopic Seating, and Grandstands

Section 501: Application

501.1 Existing bleachers shall comply with the provisions of Chapter 5.

501.2 All existing tiered seating shall be inspected and evaluated at least once a year by a qualified person for compliance with the provisions of Chapter 5.

Section 502: Maintenance and Repairs

502.1 Structural. Existing tiered seating shall be maintained structurally sound as follows:

1. Components or fasteners shall not be broken, damaged, badly deteriorated or missing.
2. Adequate bearing shall be provided. The structure shall bear uniformly on the floor or ground in a manner so as to safely support the structure.
3. All components and systems shall be in proper working condition.

502.2 Durability. Materials used in the construction of outdoor installations shall be weather resistant. Where wood is used, it shall be naturally durable or preservative-treated wood as defined in the building code or other approved material. Where ferrous metal is used, it shall be protected from corrosion. fasteners shall consist of aluminum or other approved corrosion resistant materials or shall be provided with approved corrosion resistant coatings such as copper or zinc.

Section 503: Guards

503.1 Required guards. Guards shall be provided in the following areas:

1. Along open-sided walking surfaces, cross aisles, stepped aisles, ramps and landings of tiered seating areas which are located more than 30 inches above the floor or grade below. Such guards shall be not less than 36 inches high, measured vertically above: the leading edge of the tread, adjacent walking surface or center of adjacent seat.

503.2 Opening limitations. Open guards shall be constructed of materials such that a 4-inch-diameter sphere cannot pass through any opening.

Exception: The triangular opening formed by the riser tread and bottom rail at the open side of an aisle stair or tiered seating shall be of a maximum size such that a sphere of 6 inches in diameter cannot pass through the opening.

Section 504: Open Spaces at Footboards and Seat boards.

504.1 Where an opening between the seat board and footboard is located more than 30 inches above the ground, the opening shall be closed such that a 4 inch diameter sphere cannot pass through.

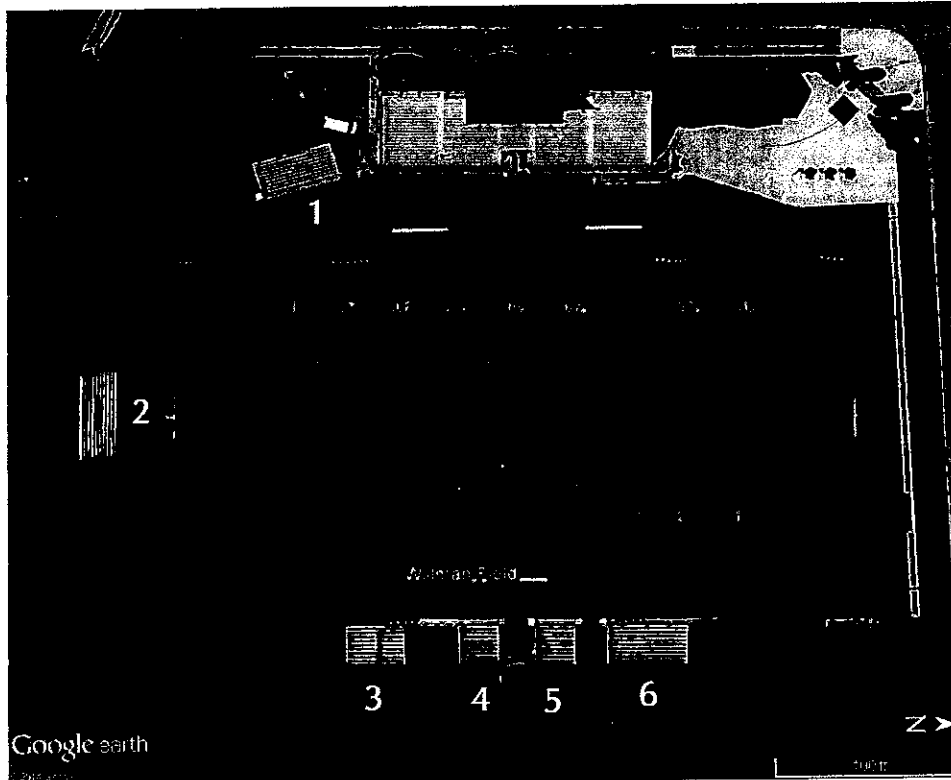


Fig 1. Willman Field Bleacher Key Plan

Observations and Recommendations

General

All 6 sets of bleachers consist of an aluminum substructure with aluminum footboards and aluminum seat boards. A three rail guard is present along the bleachers side and rear perimeter.

- The side guards do not meet code requirements. The guard rails are spaced too far apart and need to be retrofitted such that a 4-inch diameter sphere cannot pass through as well as a meeting minimum of 36" (where 30" above the ground) and 42" (where 48" above the ground) in height as required at all 6 sections inspected.
- The footboard to seat board spacing is inadequate. Where an opening between the seat board and footboard is located more than 30 inches above the ground, the opening must be closed so that a 4 inch diameter sphere cannot pass through. The foot and seat boards need to be retrofitted at all 6 sections inspected.

- We found that bearing surface for the bleacher systems to be inadequate. There had been a gravel base for the sections when originally installed. Over the years, the gravel has settled and become unlevel. Because of the inconsistent bearing surface, sections are warped and unlevel. A proper level base needs to be created for the bleacher sections as to bear uniformly on a firm and sound surface at all 6 sections inspected.
- When the bleacher sections were originally set in place, pressure treated 2x4 bearing plates were attached to the framing because the lower rails of the bleacher structure themselves did not have a bearing area great enough to resist sinking into the bearing surface. These boards have deteriorated over time and need to be replaced at all 6 sections inspected.
- The handrail sections at the stairs do not extend to include the grade tread. The rails need to be adjusted to extend 11" past the lowest riser at all 6 sections inspected.
- The seat boards are in generally good condition. There were however ~~there are~~ locations where the end caps have been damaged or are missing. These caps need to be replaced / repaired as noted later in this report.
- The bleacher structure consists of aluminum angles bolted and welded. The connections and member are in overall good condition. There were a few areas that lawn equipment has damaged cross bracing and will need to be replaced / repaired as noted later in this report.

Section 1

Description: Elevated 30" w/ stairs, (2) 20' sections, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 2



Fig 3



Fig 4

In addition to the general comments above the following concerns have been noted:

- Southern stair handrail is broken off at bottom and requires replacement.(Fig 2)
- The two sections are uneven and do not line up creating gaps in guard rails and an unlevel walking area with a 1/12" tripping hazard. (Fig 3)
- Guard rail end caps are missing. (Fig 4)

Section 2

Description: (3) 14' sections, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 5

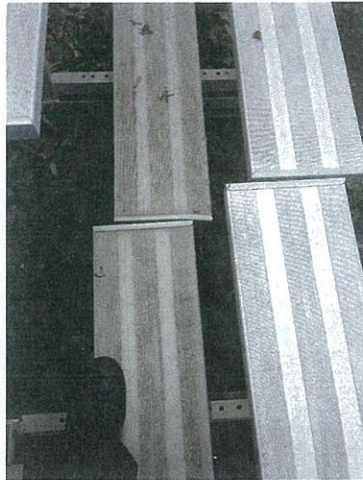


Fig 6

In addition to the general comments above the following concerns have been noted:

- One footboard end cap is missing and needs to be replaced to guard against sharp edges for ground spectators. (Fig 5)
- One footboard end cap is bent and may cause tripping. This should be repaired. (Fig6)

Section 3

Description: (2) 14' sections, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 7



Fig 8

In addition to the general comments above the following concerns have been noted:

- One seat board end cap is missing and needs to be replaced to guard against sharp edges. (Fig 7)

- In addition to the guard rail repaired noted in the general section, one side rail has detached and requires repair (Fig 8)

Section 4

Description: Elevated 30" w/ stairs and ramp, (1) 20' section, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 9



Fig 10



Fig 11



Fig 12



Fig 13

In addition to the general comments above the following concerns have been noted:

- Ramp approach must have less than a 1/2" difference from grade. (Fig 9)
- Ramp is offset to platform reducing width to 27" +/- . The ramp needs to be reset to allow for full 36" width. (Fig 10)
- One broken and one bent rear cross bracing need to be repaired. (Fig 11 & 12)

- Bottom step has reduced bottom riser height and creates a trip hazard.. Stair needs to be leveled to allow for consistent risers. (Fig13)

Section 5

Description: Elevated 30" w/ stairs, (1) 20' section, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 14



Fig 15

In addition to the general comments above the following concerns have been noted:

- Bottom step is not even with ground surface reducing bottom riser height and creates a trip hazard.. Stair needs to be leveled to allow for consistent risers. (Fig14)
- One broken rear cross bracing need to be repaired. (Fig 15)

Section 6

Description: Elevated 30" w/ stairs and ramp, (2) 20' section, 10 rows tall. Manufacturer: Stadiums Unlimited Inc.



Fig 16



Fig 17



Fig 18



Fig 19

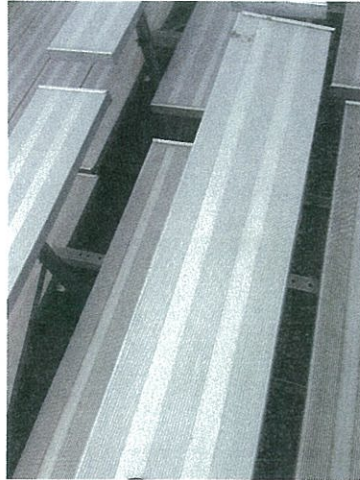


Fig 20



Fig 21

- Bottom step is not even with ground surface reducing bottom riser height and creates a trip hazard.. Stair needs to be leveled to allow for consistent risers. (Fig16)
- The two sections are twisted/uneven and do not line up creating gaps in guard rails and an unlevel walking area with tripping hazards. (Fig 17)
- Ramp is offset to platform reducing width to 27"+/-. The ramp needs to be reset to allow for full 36" width. (Fig 18)
- One footboard end cap is missing and needs to be replaced to guard against sharp edges for ground spectators. (Fig 19)
- One seat plank has been bent. This plank requires replacement to restore structural integrity. (Fig 20)
- In addition to the guard rail repaired noted in the general section, side rails have detached and requires repair (Fig 21)

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Willman Field
June 2, 2014
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Included with this report is a photo log of the inspection. We strongly recommend the necessary repairs be made to ensure public safety.

If you have any questions or need any further assistance, please don't hesitate to contact us

Sincerely,

SPICER GROUP, INC.

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