

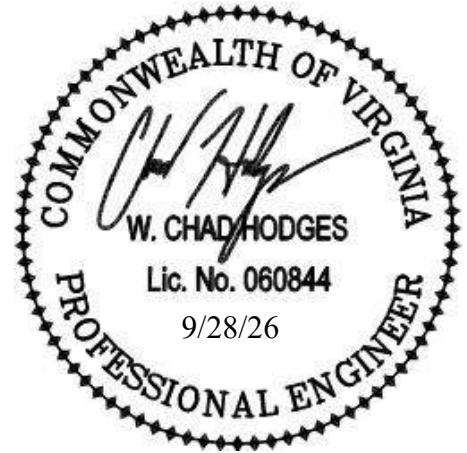
CONTRACT SPECIFICATIONS

ROUTE 130 & 210 WATER LINE



**Service
Authority**
AMHERST COUNTY | VIRGINIA

September 28, 2026
BID SET



Prepared by:

Prepared for:



2524 Langhorne Road, Lynchburg VA, 24501

Amherst County Service Authority
113 Phelps Road, PO Box 100
Madison Heights, VA 24572
(434) 845-1613

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DOCUMENT 00 11 13 - ADVERTISEMENT FOR BIDS

Advertisement for Bids

Route 130 & 210 Water Line

Amherst County, Virginia

Sealed Bids for the Route 130 & 210 Water Line projects (the “Project”) in Amherst County, VA will be received by Amherst County Service Authority (the “Owner”) at 113 Phelps Road, Madison Heights, VA 24572 until **2:00 P.M.** local prevailing time on **Thursday, November 19, 2026**. Bids will be opened publicly at that time and read aloud. Results will be tabulated and provided to all bidders.

In addition, sealed bids can be received electronically through eVA. Bids should be submitted as a **PDF** electronically through eVA’s procurement portal. This portal allows you access to view business opportunities and submit bids and proposals digitally and securely. Bids can be submitted electronically at: <https://eva.virginia.gov/>. Attachments must be smaller than 10MB in order to be received by eVA. If Working papers are submitted, they should be a separate PDF and labeled clearly.

The work to be performed hereunder shall include the furnishing of all labor, materials, tools, transportation, supplies, equipment and appurtenances necessary for the complete and satisfactory replacement/rehabilitation of public utilities for the Amherst County Service Authority (the “Owner”) as described in the plans. This project consists of the construction of approximately 2,800 LF of 12” water line along Route 130 for Contract A and approximately 940 LF of 12” water line along Route 210 for Contract B. The work includes installing the water lines and other appurtenances along with all associated erosion control measures as shown on the plans and in the technical specifications.

Plans, specifications, and contract documents are open to public inspection at the following locations:

- 1) Amherst County Service Authority Office located at 113 Phelps Road, Madison Heights, VA 24572
- 2) Hurt & Proffitt, Inc., Inc., 2524 Langhorne Rd., Lynchburg, VA, 24501.
- 3) McGraw-Hill Construction/Dodge, 18 Almond Circle, Blue Ridge, VA 24064.
- 4) Valley Construction News, 356 West Campbell Ave., Roanoke, VA, 24016

A complete set of Bidding Documents (plans, specifications, and contract documents) may be obtained from the office of Hurt & Proffitt, Inc., 2524 Langhorne Road, Lynchburg, VA 24501 (telephone 434-847-7796) upon non-refundable payment of \$200.00 per set by check or money order. A complete set of documents for the Project may be downloaded free of charge from <http://www.handp.com/>. Include complete street mailing address with zip code, telephone and fax number with area code, and contractor’s license number, if applicable. No partial sets will be distributed. The contact person for the project with Hurt & Proffitt is Chad Hodges, PE.

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

An optional pre-bid conference will be held at **10:00 A.M.**, local prevailing time, on **Tuesday, October 13, 2026**. Meeting will be held at the Amherst County Service Authority office, 113 Phelps Road, Madison Heights, VA 24572.

This project is being funded with Federal and State money. Bidder must comply with the following:

- a. the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin;**
- b. the President's Executive Orders #12138 and 11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. MBE/WBE firms are encouraged to submit bids.**
- c. Bidders must provide certification that they do not or will not maintain or provide for their employees facilities that are segregated based on race, color, creed, or national origin.**
- d. Bidders must comply with the President's Executive Order 13658 regarding minimum wages on federal funded construction contracts.**
- e. Bidders must comply with Davis-Bacon Act requirements.**
- f. Bidders must comply with Section 436 of P.L. 113-76 American Iron and Steel Act.**
- g. Bidders must comply with Build America, Buy America (BABA) Act requirements.**

Authorized By: Tim Castillo
Executive Director
Amherst County Service Authority

END OF DOCUMENT 00 11 13 – ADVERTISEMENT FOR BIDS

DOCUMENT 00 21 13 – INSTRUCTIONS TO BIDDERS
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ARTICLE 1 – DEFINED TERMS

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

ARTICLE 2 – BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader, available at bidding document website. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 DELETED.
- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.

- E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 – PRE-BID CONFERENCE

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

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

- 5.01 Site and Other Areas
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 Existing Site Conditions
 - A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those **reports** of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those **drawings** known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports **and** drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. **Technical** Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely,

as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data

5.03 Other Site-related Documents

- A. No other Site-related documents are available.

5.04 Site Visit and Testing by Bidders

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general 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. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must 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.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Owner's Safety Program

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

5.06 Other Work at the Site

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

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. Bid security must be at least 5% of the Bidder’s maximum Bid price.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 DELETED.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer’s Certification for Compliance with AIS. Refer to the Manufacturer’s Certification form provided in these construction Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with AIS requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents. All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 DELETED.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

- 13.01 *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.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the

Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

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

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 16 – OPENING OF BIDS

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

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether 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. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. 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.
 - E. DELETED.
 - F. DELETED.
 - G. Owner has the option to select the low Contract A and low Contract B from different bidders if the total is in the Service Authority’s financial interest.**
- 18.06 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.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

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

ARTICLE 20 – SIGNING OF AGREEMENT

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

ARTICLE 21 – FEDERAL REQUIREMENTS

- 21.01 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.
- 21.02 Davis Bacon requirements apply to this project.
- 21.03 American Iron and Steel requirements apply to this project.
- 21.04 Buy America Build America (BABA) Act requirements apply to this project.

END OF DOCUMENT 00 21 13 - INSTRUCTIONS TO BIDDERS

DOCUMENT 00 41 00 - BID FORM

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

ARTICLE 1 – OWNER AND BIDDER

1.01 This Bid is submitted to:

**Amherst County Service Authority
Timothy Castillo, Executive Director
113 Phelps Road / PO Box 100
Madison Heights, VA 24572**

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

ARTICLE 2 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 3 – BASIS OF BID— UNIT PRICES

3.01 The undersigned Bidder, having carefully examined the Bid Documents and Addenda, all of which are incorporated by reference, agrees to furnish all labor, equipment and services, necessary to complete the construction of the Route 130 & Route 210 Water Line Improvements project with Plans and Specifications dated September 28, 2026 as prepared by Hurt and Proffitt, Inc., Lynchburg, VA, 24501 for the stipulated unit price sum of:

CONTRACT A – BASE BID: ROUTE 130 WATER LINE

ITEM	Description	Quantity	Units	Unit Cost	Cost
Route 130 Water Line					
A1	12" DI CL 50 Pipe	2800	LF		
A2	12" Gate Valve	7	EA		
A3	8" Gate Valve	1	EA		
A4	Air Release	3	EA		
A5	Blow Off	3	EA		
A6	24" Steel Casing	82	LF		
A7	Creek Crossing Abutment	1	LS		
A8	Asphalt Patching	565	SY		
A9	VDOT CG-6	100	LF		
Other					
A10	Clearing & Grubbing	1	LS		
A11	Seeding & ESC	1	LS		
A1	Traffic Control	1	LS		
A13	Mobilization (Max 5% of bid)	1	LS		
Base Bid Total					
					\$

CONTRACT B - BASE BID: ROUTE 210 WATER LINE

ITEM	Description	Quantity	Units	Unit Cost	Cost
Route 210 Water Line					
B1	12" HDPE Pipe	940	LF		
B2	12" Gate Valve	1	EA		
B3	2" Tap (Existing Connection)	1	EA		
B4	Fire Hydrant Assembly	1	EA		
Other					
B5	Clearing & Grubbing	1	LS		
B6	Seeding & ESC	1	LS		
B7	Traffic Control	1	LS		
B8	Mobilization (Max 5% of bid)	1	LS		
Base Bid Total					
					\$

**COMBINED TOTAL (CONTRACT A & CONTRACT B) INCLUDING COST SAVINGS
FOR BEING AWARDED BOTH PROJECTS: ROUTE 130 & 210 WATER LINE**

\$ _____

3.02 Bidder acknowledges that:

1. The Contractor is responsible for all labor, installation, site restoration and all other materials required to complete the project.
2. Bid Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit.

ARTICLE 4 – DELETED

ARTICLE 5 – DELETED

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

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

7.02 *Instructions to Bidders*

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

7.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date

ARTICLE 8 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – BID SUBMITTAL

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

END OF DOCUMENT 00 41 00 - BID FORM

DOCUMENT 00 43 13 - BID BOND (PENAL SUM FORM)



Bidder Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: Amherst County Service Authority Address <i>(principal place of business)</i> : 113 Phelps Road Madison Heights, VA 24572	Bid Project <i>(name and location)</i> : Route 130 & Route 210 Water Line Improvements Bid Due Date: _____
Bond Penal Sum: _____ Date of _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF DOCUMENT 00 43 13 - BID BOND (PENAL SUM)

All questions must be answered in full. Additional sheets for clarification of answers or additional information may be attached. This statement must be notarized.

1. Name, address, phone number of company.
2. Owner, principal officer, date and place organized.
3. General character of work performed.
4. Any work awarded failed to be completed or contracts defaulted on - where and why.
5. List of three most important recent contracts over \$30,000. State the Owner, Contact, phone number, work, appropriate cost, place, date started and date completed.
 - a.

cost: \$	Dates: From		to
----------	-------------	--	----
 - b.

cost: \$	Dates: From		to
----------	-------------	--	----
 - c.

cost: \$	Dates: From		to
----------	-------------	--	----
6. List the contracts upon which you are currently working. Include owner, location, approximate cost, and estimated date of completion.

7. List your major equipment available for use on this project.
8. List of three material suppliers and amount of credit available.
 - a.
 - b.
 - c.
9. Bank references and credit available.
10. Insurance coverage and amount.
 - a. Liability - Property
 - b. Liability - Personal Injury
 - c. Vehicle and Equipment
 - d. Other - Identify
11. Bonding reference - List surety and highest coverage.
12. Subcontractors utilized - List name, address, specialty and years experience.
 - a.
 - b.
 - c.
13. Provide a general description of the experience of the company and its key personnel.

14. Number of current full-time employees:
Number employees at highest level in past twelve months:
15. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, the U.S. Department of Housing and Urban Development or the Virginia Department of Transportation?

Yes

No

16. List all contracts which have resulted in arbitration, litigation, or legal settlement of claims within the past two years.

The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by _____ in verification of the recitals comprising this statement of contractor's qualifications:

Contractor: _____

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

_____ being duly sworn deposes says that he is
_____ of _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____, _____

END OF DOCUMENT

DOCUMENT 00 45 33 - NON-SEGREGATED FACILITIES AFFIDAVIT
--

(THIS COMPLETED DOCUMENT MUST ACCOMPANY BID)

NON-SEGREGATED FACILITIES AFFIDAVIT

This is to certify that all facilities which are the responsibility of this person/firm/corporation are non-segregated facilities.

Name of Official

Title

Signature/Date

Firm or Corporation

DOCUMENT 00 45 36.12 – BIDDERS COMPLIANCE STATEMENT, VIRGINIA

(THIS COMPLETED DOCUMENT MUST ACCOMPANY BID)

**BIDDER COMPLIANCE STATEMENT/CERTIFICATION
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed (contract between _____ and Public Body) or
(subcontract between _____ and _____) to be
(subcontractor) (contractor)
funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7 (b) (1), as the undersigned bidder. I certify that:

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
_____ Yes _____ No
- 2) Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).
_____ Yes _____ No
- 3) Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.
_____ Yes _____ No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contract.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type):

SIGNATURE: _____ DATE: _____

END OF DOCUMENT 00 45 36.12 – BIDDERS COMPLIANCE STATEMENT, VIRGINIA

DOCUMENT 00 51 00 - NOTICE OF AWARD

Date of Issuance:

Owner: **Amherst County Service Authority**

Owner's Project No.:

20250492 &Engineer: **Hurt & Proffitt, Inc.**

Engineer's Project No.:

20260468Project: **Route 130 & Route 210 Water Line Improvements**

Contract Name:

Bidder:

Bidder's address:

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

Route 130 & Route 210 Water Line Improvements

The Contract Price of the awarded Contract is [REDACTED]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] 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.

☐ 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 **[3]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Amherst County Service Authority**

By (signature):

Name (printed): Timothy CastilloTitle: Executive Director

Copy: Engineer

END OF DOCUMENT 00 51 00 - NOTICE OF AWARD

DOCUMENT 00 52 13 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
--

This Agreement is by and between Amherst County Service Authority (“Owner”) and [name of contracting entity] (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the construction of approximately 2,800 LF of 12” water line along Route 130 for Contract A and approximately 940 LF of 12” water line along Route 210 for Contract B. The work includes installing the water lines and other appurtenances along with all associated erosion control measures as shown on the plans and in the technical specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Route 130 & Route 210 Water Line Improvements**

ARTICLE 3 – ENGINEER

3.01 The Owner has retained Hurt & Proffitt, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *DELETED*

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **210** days after the date when the Contract Times commence to run.

4.04 *DELETED*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. *DELETED.*

4.06 *Special Damages - DELETED*

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount that follows, 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):

CONTRACT A – BASE BID: ROUTE 130 WATER LINE

ITEM	Description	Quantity	Units	Unit Cost	Cost
Route 130 Water Line					
A1	12" DI CL 50 Pipe	2800	LF		
A2	12" Gate Valve	7	EA		
A3	8" Gate Valve	1	EA		
A4	Air Release	3	EA		
A5	Blow Off	3	EA		

Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

A6	24" Steel Casing	82	LF		
A7	Creek Crossing Abutment	1	LS		
A8	Asphalt Patching	565	SY		
A9	VDOT CG-6	100	LF		
Other					
A10	Clearing & Grubbing	1	LS		
A11	Seeding & ESC	1	LS		
A1	Traffic Control	1	LS		
A13	Mobilization (Max 5% of bid)	1	LS		
Base Bid Total				\$	

CONTRACT B - BASE BID: ROUTE 210 WATER LINE

ITEM	Description	Quantity	Units	Unit Cost	Cost
Route 210 Water Line					
B1	12" HDPE Pipe	940	LF		
B2	12" Gate Valve	1	EA		
B3	2" Tap (Existing Connection)	1	EA		
B4	Fire Hydrant Assembly	1	EA		
Other					
B5	Clearing & Grubbing	1	LS		
B6	Seeding & ESC	1	LS		
B7	Traffic Control	1	LS		
B8	Mobilization (Max 5% of bid)	1	LS		
Base Bid Total				\$	

COMBINED TOTAL (CONTRACT A & CONTRACT B) INCLUDING COST SAVINGS FOR BEING AWARDED BOTH PROJECTS: ROUTE 130 & 210 WATER LINE

\$ _____

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) DELETED.
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety.*

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

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate at the maximum rate allowed by law at the place of the project.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **19 sheets** with each sheet bearing the following general title: **Route 130 & Route 210 Water Line Improvements**
 7. Addenda (numbers [redacted] to [redacted], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto
 - a. Notice to Proceed.
 - b. Change Orders.
 - c. Field Orders
 - d. Work Change Directives
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

8.03 *Standard General Conditions*

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

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

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

Owner:

Amherst County Service Authority

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: **Timothy Castillo**

(typed or printed)

Title: **Executive Director of Public Utilities**

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

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

Contractor:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

END OF DOCUMENT 00 52 13 - AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

DOCUMENT 00 55 00 - NOTICE TO PROCEED

Owner: Amherst County Service Authority Owner's Project No.: 20250492 & 20260468

Engineer: Hurt & Proffitt, Inc. Engineer's Project No.: 20260468

Contractor: _____ Contractor's Project No.: _____

Project: Route 130 & Route 210 Water Line Improvements

Contract Name: _____

Effective Date of Contract: _____

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

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **180** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **210** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

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

Owner: Amherst County Service Authority

By (signature): _____

Name (printed): Timothy Castillo

Title: Executive Director

Date Issued: _____

Copy: Engineer

END OF DOCUMENT 00 55 00 - NOTICE TO PROCEED

DOCUMENT 00 61 13.13 - PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Amherst County Service Authority Mailing address <i>(principal place of business)</i> : 113 Phelps Road Madison Heights, VA 24572	Contract Description <i>(name and location)</i> : Route 130 & Route 210 Water Line Improvemets Contract Price: Effective Date of Contract:
Bond Bond Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

EJCDC® C-610, Performance Bond.

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

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

EJCDC® C-610, Performance Bond.

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

END OF DOCUMENT 00 61 13.13 - PERFORMANCE BOND

DOCUMENT 00 61 13.16 - PAYMENT BOND

Contractor Name: _____ Address (<i>principal place of business</i>): _____	Surety Name: _____ Address (<i>principal place of business</i>): _____
Owner Name: Amherst County Service Authority Mailing address (<i>principal place of business</i>): 113 Phelps Road Madison Heights, VA 24572	Contract Description (<i>name and location</i>): Route 130 & Route 210 Water Line Improvements Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> 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 is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

END OF DOCUMENT 00 61 13.16 - PAYMENT BOND

Contractor's Application for Payment

Owner: <u>Amherst County Service Authority</u>	Owner's Project No.: <u>20250492 & 20260468</u>
Engineer: <u>Hurt & Proffitt, Inc.</u>	Engineer's Project No.: <u>20260468</u>
Contractor: _____	Contractor's Project No.: _____
Project: <u>Route 130 & Route 210 Water Line Improvements</u>	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed =	\$	-
b. _____ X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____	
Signature: _____	Date: _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Amherst County Service Authority		Owner's Project No.:	
Engineer: Hurt & Proffitt, Inc.		Engineer's Project No.: 20250492 &	
Contractor:		Contractor's Project No.:	
Project: Route 130 & Route 210 Water Line Improvements			
Contract:			

Application No.:		Application Period:		From		to		Application Date:	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
						-		-	
						-		-	
						-		-	
						-		-	
						-		-	
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						-		-	
						-		-	
Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	

Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 3 of 6

Contractor's Application for Payment

Owner's Project No.: _____
 Engineer's Project No.: 20250492 & _____
 Contractor's Project No.: _____

Unit Price (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 4 of 6

Contractor's Application for Payment

Owner:	Amherst County Service Authority
Engineer:	Hurt & Proffitt, Inc.
Contractor:	
Project:	Route 130 & Route 210 Water Line Improvements
Contract:	

Owner's Project No.: _____
 Engineer's Project No.: 20250492 & _____
 Contractor's Project No.: _____

[illegible]

Contractor's Application for Payment

Owner:	Amherst County Service Authority	Owner's Project No.:	
Engineer:	Hurt & Proffitt, Inc.	Engineer's Project No.:	20250492 &
Contractor:		Contractor's Project No.:	
Project:	Route 130 & Route 210 Water Line Improvements		
Contract:			

Application No.:	Application Period:	From	to	Application Date:
------------------	---------------------	------	----	-------------------

[illegible]

DOCUMENT 00 63 36 - FIELD ORDER

Owner: **Amherst County Service Authority** Owner's Project No.:
Engineer: **Hurt & Proffitt, Inc.** Engineer's Project No.: **20250492 & 20260468**
Contractor's Project No.:
Contractor: **Route 130 & Route 210 Water Line Improvements**
Project:
Contract Name:
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____
Title: _____
Date: _____

END OF DOCUMENT 00 63 36 - FIELD ORDER

DOCUMENT 00 63 49 - WORK CHANGE DIRECTIVE

Owner: **Amherst County Service Authority** Owner's Project No.: **20250492 & 20260468**
 Engineer: **Hurt & Proffitt, Inc.** Engineer's Project No.: **20260468**
 Contractor: Contractor's Project No.:
 Project: **Route 130 & Route 210 Water Line Improvements**
 Contract Name:
 Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User- Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

END OF DOCUMENT 00 63 49 - WORK CHANGE DIRECTIVE

DOCUMENT 00 63 63 - CHANGE ORDER

Owner: **Amherst County Service Authority** Owner's Project No.: **20250492 &**
 Engineer: **Hurt & Proffitt, Inc.** Engineer's Project No.: **20260468**
 Contractor: Contractor's Project No.:
 Project: **Route 130 & Route 210 Water Line Improvements**
 Contract Name:
 Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price [State Contract Times as either a specific date or a number of days]	
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

END OF DOCUMENT 00 63 63 - CHANGE ORDER

DOCUMENT 00 65 16 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Amherst County Service Authority** Owner's Project No.: **20250492 & 20260468**
 Engineer: **Hurt & Proffitt, Inc.** Engineer's Project No.: **20260468**
 Contractor: Contractor's Project No.:
 Project: **Route 130 & Route 210 Water Line Improvements**
 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 Documents.

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.

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 must be as provided in the Contract, except as amended as follows:

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:

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 Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

END OF DOCUMENT 00 65 16 - CERTIFICATE OF SUBSTANTIAL COMPLETION

DOCUMENT 00 65 19.23 - NOTICE OF ACCEPTABILITY OF WORK

Owner: **Amherst County Service Authority** Owner's Project No.: **20250492 &**
 Engineer: **Hurt & Proffitt, Inc.** Engineer's Project No.: **20260468**
 Contractor: Contractor's Project No.:
 Project: **Route 130 & Route 210 Water Line Improvements**
 Contract Name:
 Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

DOCUMENT 00 72 00 - GENERAL CONDITIONS

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**



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 *Defined Terms***

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

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

- 22. *Engineer*—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
- 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
- 34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or

relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions**A. Reports and Drawings:** The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.**C. Reliance by Contractor on Technical Data:** Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.**D. Limitations of Other Data and Documents:** Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

5.04 Differing Subsurface or Physical Conditions**A. Notice by Contractor:** If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

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

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

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

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

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
2. complying with applicable state and local utility damage prevention Laws and Regulations;
3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

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

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to

- Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such

information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

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

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

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by

Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized

in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:

- 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became

bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss,

cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,

employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11 – CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the

terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

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

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch

office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

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

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

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

13.03 *Unit Price Work*

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

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

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

15.01 *Progress Payments*

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

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

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

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

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

- documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount

recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

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

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

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

END OF DOCUMENT 00 72 00 - GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.30 – Add the following at the end of the Paragraph:

This term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

SC-1.01.A.52 – Add the following new paragraph with the title “American Iron and Steel Definitions” immediately after Paragraph 1.01.A.51:

52.a *American Iron and Steel (AIS)* - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes

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mandating domestic preference for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b Coating - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

52.c Construction Materials - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

52.d Contractor’s Certification - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

52.e De Minimis - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

52.f Electrical Equipment - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

52.g *Engineer's Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

52.h *Iron and Steel products* - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

52.i *Manufacturer* - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

52.j *Manufacturer's Certification* - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.k *Manufacturing Processes* - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

52.l *Mechanical Equipment* - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

52.m *Minor Components* - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a

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separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

52.n *Municipal Castings* - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

52.o *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- ☐ The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- ☐ The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- ☐ The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- ☐ The cost to assemble the internal workings into the hydrant body.

52.p *Produced in the United States* - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

52.q *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

52.r *Steel* - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese,

and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

52.s Structural Steel - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the last sentence of paragraph.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

When establishing the contract time, an allowance will be made for four (4) calendar days of work lost per month due to inclement weather conditions. The Contractor, at the time of each periodic pay request, shall submit to the Engineer and Owner for approval a list of all working days lost due to either inclement weather or site conditions caused by inclement weather for the period.

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Accompanying his list should be a summary of the specific conditions which caused the loss. This request will be reviewed by the Engineer in light of observations made by the Engineer and resident inspector. Approval of the periodic payment estimate by the Engineer, Owner, and Agency will also include approval of the weather delay request. After substantial completion, and not until then, a change order must be executed if a time extension for weather related delays is requested by the Contractor. The time extension must be based solely on the time requested within the periodic payment estimates. Subtracted from this time will be the four (4) days per month allowance assumed in the contract. There cannot be a decrease in contract length if the allowance for inclement weather exceeds the actual number of days lost due to inclement weather. To convert working days into calendar days, multiply the working days by seven (7) and divide by the number of working days in a typical work week.

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. **Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.**
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1 inch** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **15** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.

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Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	4	2	
February	4	2	
March	4		
April	4		
May	4		
June	4		
July	4		2
August	4		2
September	4		
October	4		
November	4		
December	4	1	
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by NOAA weather monitoring station at [Lynchburg, VA](#).
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month to be **four (4)** (Weather Days).
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days (A Foreseeable Bad Weather Day will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

ARTICLE 6—BONDS AND INSURANCE

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following sentence after Paragraph 6.03.A:

- A. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the amounts specifically in Document 00 73 16 – Insurance Requirements.
- D. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$500,000
General Aggregate	\$500,000

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All Iron and Steel products must meet American Iron and Steel requirements.

SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”

SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.

SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B – Delete paragraph in its entirety and insert ”Deleted”.

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

SC-7.12.A Amend paragraph by adding the following after “written interpretations and clarifications,”:

Manufacturers’ Certifications,

SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer’s review and approval of a Shop Drawing or Sample shall include review of Manufacturers’ Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

ARTICLE 8—OTHER WORK AT THE SITE

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

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

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to [10%] percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than [10%] percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

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

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related

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Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article

ARTICLE 18—MISCELLANEOUS

SC-18.07.A.1 - Add the following new paragraph immediately after paragraph 18.07.A

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
4. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a

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domestic or foreign business entity if so required by Title 13.1 or Title 50 [of the Code of Virginia] or as otherwise required by law.

5. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offerer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
6. Any bidder or offeror described in Paragraph 18.07.A.5 that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
7. Any business entity described in Paragraph 18.07.A.4 that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.
8. Any public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
9. All public bodies shall include in every contract over \$10,000 the following provisions:
 - a. During the performance of this contract, the contractor agrees to:
 - 1) Provide a drug-free workplace for the contractor's employees;
 - 2) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - 3) State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
 - 4) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the [insert name of Tribe] Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

SC-19 – Add the following new Article 19 immediately after Article 18:

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above,

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has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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19.06 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

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19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD

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environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

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5. Mitigation Measures – The following environmental mitigation measures are required on this Project:

At the conclusion of this proposal's environmental review process, specific actions were determined necessary to avoid or minimize adverse environmental impacts. The following actions are required for successful completion of the project and must be adhered to during project design and construction:

- a. All required Federal, State, and local permits will be obtained prior to beginning any construction activities.
- b. For any land-disturbing activities equal to or exceeding 10,000 square feet, or equal to or exceeding 2,500 square feet in all areas subject to the Chesapeake Bay Preservation Act, an erosion and sediment control (ESC) plan must be approved by the appropriate local agency and approval official. Depending on local requirements, the area of land disturbance requiring an ESC plan may be less. The ESC plan must be approved by the locality prior to any land-disturbing activity at the project site. All regulated land-disturbing activities associated with the project, including on and off-site access roads, staging areas, borrow areas, stockpiles, and soil intentionally transported from the project must be covered by the project specific ESC plan.
- c. If Karst features are encountered during the project, please coordinate with Wil Orndorff at the Virginia Department of Conservation and Recreation (DCR) to document and minimize any adverse impacts. If the project involves filling or "improvement" of sinkholes or cave openings, DCR would like detailed location information and copies of the design specifications. In cases where sinkhole improvement is for stormwater discharge, copies of the Virginia Department of Transportation's (VDOT) Form EQ-120 will suffice. A link to the "Karst Assessment Guidelines" developed by the Virginia Cave Board for land development can be found at <http://www.dcr.virginia.gov/natural-heritage/cavehome>. Mr. Orndorff may be reached at (540) 553-1235 or Wil.Orndorff@dcr.virginia.gov.
- d. Fugitive dust caused by the movement of construction materials and construction equipment will be controlled by adherence to the Virginia Department of Environmental Quality (DEQ) regulations and 9 VAC 5-50-60 et. seq., which govern the abatement of visible emissions and fugitive dust emissions. Measures include, but are not limited to, the following: use, where possible, of water or chemicals for dust control; installation and use of hoods; fans and fabric filters to enclose and vent the handling of dusty materials; covering of open equipment for conveying materials; and prompt removal of spilled or tracked dirt or other materials from paved streets and removal of dried sediments resulting from soil erosion. Land-clearing wastes (vegetative debris) generated during construction should be properly managed in accordance with applicable regulations and local

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ordinances. Shredding/chipping of vegetative debris and reuse on-site is recommended over open burning. If project activities include open burning or the use of special incineration devices, this activity must meet the requirements under 9 VAC 5-130-10 through 9 VAC 130-60 and 9 VAC 5-130-100 of the regulations for open burning. In addition, the regulations provide for, but do not require, the local adoption of a model ordinance concerning open burning. The applicant should contact local fire officials to determine what local requirements, if any, exist. Contact the local DEQ Regional Office with questions related to air pollution control and permitting.

- e. Construction will be limited to normal daylight hours, Monday through Friday, except in emergency situations.
- f. When encountering inadvertent or unanticipated discoveries, the following requirements will be implemented and included in on-site construction documents:
 - 1. Inadvertent discoveries on State and private lands shall comply with applicable state notification standards, Federal laws, 36 CFR Part 800.13, and the Advisory Council on Historic Preservation's (ACHP) Policy Statement Regarding Treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007). You shall ensure your contractors maintain a copy of the inadvertent discoveries plan on-site for review.
 - 2. Discoveries on private and State lands:
 - a. If historic properties are discovered, all work, including vehicular traffic must immediately stop within a 50-foot radius of the discovery.
 - b. If discoveries are made that contain burial sites or human remains, all work, including vehicular traffic must immediately stop within a 100- foot radius of the discovery.
 - c. For all discoveries, work should also stop in the surrounding area where further historic properties, subsurface burial sites, or human remains can reasonably be expected to occur.
 - d. The relevant law enforcement authorities will be immediately contacted by on-site personnel to reduce delay times, in accordance with Tribal, State, or local laws. If law enforcement determines the remains to not be part of a criminal investigation or a crime scene, the applicant will notify RUS, the State Historic Preservation Officer (SHPO), and Indian tribes. The evaluation of human remains will be conducted at the

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site of discovery by a Secretary of the Interior (SOI)-qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition.

- e. Within 48 hours of receiving notification of an inadvertent discovery, you and appropriate local authorities will inspect the work site to ensure that all work, including vehicular traffic, has ceased and protect the area of discovery from looting and vandalism.
 - f. All archaeologists or other specialists, as appropriate, employed in response to inadvertent discoveries will be SOI-qualified and have the knowledge to assess the resources within an undertaking's area of potential effect.
 - g. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity, such as looting, the onsite personnel will contact the appropriate legal authorities immediately if the landowner has not already done so.
 - h. Work may not resume in the area of the discovery until a notice to proceed has been issued by RUS. RUS will not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
3. Inadvertent discoveries on Federal and Tribal land shall follow the processes required by the Federal or Tribal entity.
- g. All work with the potential to effect roadways or other transportation facilities will be reviewed and coordinated with the VDOT District Office and the Local Residency Office. Construction along roadways will require some flagging of traffic; however, road closures will be limited and will be coordinated with VDOT and the County. Road signs should be provided to alert drivers, bicyclists, and pedestrians of utility and construction work ahead, and any detours necessary to navigate around the utility work. All VDOT permits will be obtained prior to construction.
 - h. Depending on local requirements, a Stormwater Management (SWM) plan may be required. SWM requirements should be requested from the appropriate County/Town office. Additional

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guidance may be obtained from DEQ's Office of Stormwater Management.

- i. For any land-disturbing activities equal to or exceeding one acre, or equal to or exceeding 2,500 square feet in all areas of the jurisdictions designated as subject to the Chesapeake Bay Preservation Area Designation and Management Regulations adopted pursuant to the Chesapeake Bay Preservation Act, the operator or owner of a construction project is required to register for coverage under the General Permit for Discharges of Stormwater from Construction Activities (VAR10) and develop a project-specific stormwater pollution prevention plan (SWPPP). The SWPPP must be prepared prior to submission of the registration statement for coverage under the general permit and it must address water quality and quantity in accordance with the Virginia Stormwater Management Permit Regulations. General information and registration forms for the General Permit are available from DEQ: <http://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPPermits/ConstructionGeneralPermit.aspx>.
- j. Solid wastes generated at the site will be reduced at the source, reused, or recycled. All hazardous wastes will be minimized. Any soil or groundwater that is suspected of contamination or wastes that are generated during construction-related activities must be tested and disposed of in accordance with applicable Federal, State, and local laws and regulations. All construction waste, including excess soil, must be characterized in accordance with the Virginia Hazardous Waste Management Regulations prior to disposal at an appropriate facility. It is the generator's responsibility to determine if solid waste meets the criteria of a hazardous waste and is subsequently managed appropriately. If evidence of a petroleum release is discovered during implementation of this project, it must be reported to DEQ, authorized by Virginia Code Sections 62.1-44.34.8 through 9 and 9 VAC 25-580-10, et. seq. The removal, relocation or closure, or installation and operation of any regulated petroleum storage tanks [above-ground storage tank (AST) or underground storage tank (UST)] must be conducted in accordance with the requirements of the Virginia Tank Regulations 9 VAC 25-91-10, et seq. (AST) and/or 9 VAC 25-580-10 et. seq. (UST). Contact the local DEQ Regional Office concerning the location and availability of waste management facilities in the project area, report petroleum contamination, or to register fuel storage tanks.
- k. The use of herbicides or pesticides for construction or landscape maintenance should be in accordance with the principles of integrated pest management. The least toxic pesticides that are effective in controlling the target species will be used.
- l. For unavoidable impacts to streams and wetlands, the following practices will be implemented: use of directional drilling from

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upland locations; operation of machinery and construction vehicles outside of stream-beds and wetlands; use of synthetic mats when in-stream work is unavoidable; stockpiling of material excavated from the trench for replacement if directional drilling is not feasible; and preservation of the top 12 inches of trench material removed from wetlands for use as wetland seed and root stock in the excavated area.

- m. If the project will impact any streams and/or wetlands, a Joint Permit Application (JPA) will be required. The Virginia Marine Resources Commission (VMRC) serves as the clearinghouse for the JPA used by:
 - 1. U.S. Army Corps of Engineers for issuing permits pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbours Act;
 - 2. DEQ for issuance of Virginia Water Protection Permit pursuant to Section 401 of the Clean Water Act, Virginia Code Section 62.1-44.2, et. seq., Virginia Code Section 62.1-44.15:5, and Virginia Administrative Code 9 VAC 25-210-10, et. seq.; and
 - 3. Virginia Marine Resources Commission regulates encroachments on or over state-owned subaqueous beds, as well as tidal wetlands pursuant to Virginia Code Sections 28.2-1200 through 1400.
- n. Any impacts to floodplains will be unavoidable and temporary. No permanent structures will be constructed within the 100-year floodplain. All disturbed areas will be restored to pre-construction contours and all denuded areas will be re-vegetated immediately.

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations, and/or permits may apply or be required. If the project or any element thereof deviates or is modified from the originally approved project, additional environmental review may be required.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are

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unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

19.14 *American Iron and Steel*

A. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

B. The following waivers apply to this Contract:

1. *De Minimis,*
2. *Minor Components,*
3. *Pig iron and direct reduced iron, and*

19.15 *Buy America, Build America (BABA) Act*

A. On November 15, 2021, President Joseph R. Biden Jr. signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act

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requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the *iron, steel, manufactured products, and construction materials* used in the project are produced in the United States.” (Build America, Buy America Act, P.L. 117-58, Secs 70911 - 70917

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DOCUMENT 00 73 16 - INSURANCE REQUIREMENTS

1. The OWNER and ENGINEER shall be named as an additional Insured in all insurance provided by the CONTRACTOR, and the insurance shall be in the limits shown, and the policy shall be clearly identified for this project. 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:

6.03.E Workers' Compensation, etc. under paragraphs 6.03.E of the Supplementary Conditions:

- (1) State:..... Statutory
- (2) Applicable Federal (e.g. Longshoreman's):..... Statutory
- (3) Employer's Liability: \$500,000

6.03.C.1, 6.03.C.2, 6.03.C.3, 6.03.C.4, 6.03.C.5 Comprehensive General Liability (under paragraphs 6.03.C.1 through 6.03.C.5 of the General Conditions):

- (1) Bodily Injury (including completed operations and products liability):
\$1,000,000.00..... Each Occurrence
\$2,000,000.00..... Annual Aggregate
- (2) Property Damage:
\$1,000,000.00..... Each Occurrence
\$2,000,000.00..... Annual Aggregate
or a combined single limit of..... \$2,000,000
- (3) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (4) Personal Injury, with employment exclusion deleted
\$1,000,000.00..... Annual Aggregate

6.03.J Comprehensive Automobile Liability of the Supplementary Conditions:

- (5) Bodily Injury:
\$1,000,000.00..... Each Person
\$1,000,000.00..... Each Occurrence
- (6) Property Damage:
\$1,000,000.00..... Each Occurrence
or combined single limit of \$1,000,000

2. The Contractual Liability required by paragraph 6.03 of the General Conditions and Supplementary Conditions shall provide coverage for not less than the following amounts:

6.03.E Bodily Injury:
\$1,000,000.00..... Each Occurrence

6.04.B, 6.04.C and 6.04.E Property Damage:
\$1,000,000.00..... Each Occurrence
\$2,000,000.00..... Annual Aggregate

END OF DOCUMENT

SECTION 010000 - GENERAL REQUIREMENT

PART 1 – GENERAL

1.1 SUMMARY OF WORK

- A. Work covered by the Contract Documents consists of providing all work and materials indicated on the Drawings or required by the Contract Documents and Specifications, including, but not necessarily limited to, the following:

1. This project consists of the construction of approximately 2,800 LF of 12" water line along Route 130 for Contract A and approximately 940 LF of 12" water line along Route 210 for Contract B. The work includes installing the water lines and other appurtenances along with all associated erosion control measures as shown on the plans and in the technical specifications.

- B. Work under other contracts:

Hurt & Proffitt, Inc., at this time, has been retained by the Owner to observe execution of work by the Contractor and verify compliance with plans and specifications.

- C. Contractor use of premises:

Contractor shall not remove material from the site without written consent from the Owner.

- D. Owner furnished items:

1. The Contractor will be responsible for the balance of the materials required to complete the work.
2. Extra documents: For construction purposes the Contractor will be issued, free of charge, the following documents:
 1. Project manuals - 2 books
 2. Original size drawings - 3 sets
 3. Original half-size drawings - 2 sets

If the Contractor requires additional sets of documents during the construction period, they may be obtained at the cost of reproduction cited in the Invitation to Bid.

1.02 MEASUREMENT AND PAYMENT

- A. Applications for Payment:

1. The form of each application for payment shall be the "Application for Payment" form included in the contract documents. The AIA standard form is not acceptable for this project. Payment for stored material delivered, but not incorporated in the work, will be the invoiced amount only. Submit applicable invoices with the application for payment.
2. Upon recommendation by Hurt & Proffitt, Inc. of the Contractor's request for partial payment,

the Owner shall pay to the Contractor ninety five per cent (95%) of the total amount due. The Owner shall retain five per cent (5%) of the amount due until final completion and acceptance of all work covered by the Contract.

3. Application for progress payments shall be as discussed in the General Conditions. A schedule of values shall be submitted by the Contractor with the project schedule.

B. Change order procedures:

1. No amount, in part or in whole, of a change order shall be included in a requisition for payment by the Contractor until the change order has been executed and copies of the change order have been distributed to the Owner and Contractor.
2. Work change directive: A device which enables the Owner to promptly order changes in the work, which may involve changes in cost or contract time, or both, pending preparation and execution of a formal change order.
3. Request for change order proposal: The Owner may request the Contractor to submit a change order proposal for changes in contract work. The Contractor shall submit the proposal in accordance with the contract requirements within a reasonable time. The Owner may issue to the Contractor a work change directive authorizing the required changes for an additional amount not to exceed, or a deduction of not less than, the amount shown in the work change directive. If the Contractor is not in agreement with the amount stipulated in the change order, he shall, within a reasonable time after the issue date of the order, submit to Hurt & Proffitt, Inc. an equitable proposal and develop with the Owner a mutually acceptable price for the required change in work.
4. Without further request and within a reasonable time from the issue date of a work change directive, the Contractor shall submit a written change order proposal covering the work authorized in the directive so that a change order may be executed.

1.03 COORDINATION

- A. Phases of construction which involve the temporary interruption of essential services shall be scheduled in consultation with the Owner or his representative and shall not be of longer duration than essential to accomplish the purpose for such interruptions. Liaison with Owner in these matters shall be a salient feature of this Contract.

1.04 FIELD ENGINEERING

- A. The Owner will not provide construction staking.
- B. The Contractor shall be responsible for the preservation of all stakes and marks established by surveyor and if any of the stakes and marks is carelessly or willfully disturbed, the cost of replacing them shall be charged back to the Contractor.

1.05 PROJECT MEETINGS

- A. A preconstruction conference with the Contractor will be held within ten days after the effective date of the Agreement or later at the request of the Contractor.
- B. Progress meetings shall be held on a monthly basis during the execution of the work. The

Contractor's superintendent is expected to attend these meetings and provide status of the project and projected schedules and conflicts. The meetings will be held on site. Frequency of meetings may be changed at mutual consent of Owner and Contractor.

1.06 SUBMITTALS

- A. All submittals shall be made in accordance with Section 013300 – Submittal Procedures.

1.07 QUALITY CONTROL

- A. Refer to Section 014000 – Quality Requirements.
- B. Contractor will employ and pay for the services of a testing laboratory to perform testing specified to be done.
- C. Contractor shall cooperate with the laboratory to facilitate execution of its required services.
- D. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.
- E. Related requirements in other parts of the project manual:

Inspections and testing required by laws; ordinances, rules, regulations, orders, or approvals of public authorities.
- F. Related requirements specified in other sections:
 - 1. Certification of products: the respective sections of the specifications.
 - 2. Laboratory tests required and standards for testing.
- G. Limitations of authority of testing laboratory: Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of the Contractor or direct the Contractor on the methods used by the Contractor to meet the requirements of the Contract Documents.
- H. Contractor's responsibilities:
 - 1. Cooperate with laboratory personnel. Provide access to work and to manufacturer's operations.
 - 2. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
 - 3. Furnish copies of products test reports as required.
 - 4. Furnish incidental labor and facilities.
 - 5. Obtain and handle samples at the project site or source of the product to be tested.
 - 6. Facilitate inspections and tests.
- I. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

- J. Employ and pay for the services of a separate, qualified independent testing laboratory to perform additional inspections, sampling, and testing required when initial tests indicate work does not comply with contract documents.

1.08 CONSTRUCTION FACILITIES

- A. Refer to Section 015000 – Temporary Facilities and Controls.
- B. Project identification: Contractor may erect one business sign on the site for the duration of the project. Design and size of the proposed sign shall be submitted to the Owner for approval. Signs shall meet requirements of all local codes and ordinances. This sign would be in addition to any signs required by other sections of the Contract Documents.

1.09 MATERIALS AND EQUIPMENT

- A. Quality: Material and equipment incorporated in the Work shall:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quality specified, or as specifically approved in writing by Engineer.
 - 3. Manufactured and fabricated products:
 - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to, unless variations are specifically approved in writing.
 - f. Unless otherwise specifically provided in the Contract Documents, all equipment, material, and accessories incorporated into the Work shall be new and in first class condition.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
 - 5. Manufacturer's instructions:
 - a. When the Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Hurt & Proffitt, Inc. Maintain one set of complete instructions at the job site during installation and until completion.
 - b. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformity with specified requirements.
 - (1) Conflict between manufacturer's instructions and Contract Documents shall be submitted in writing to Hurt & Proffitt, Inc. for clarification.
 - (2) Do not proceed with work without clear instructions and until all discrepancies have been resolved.
 - c. Perform work in accordance with the manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the

Contract Documents.

B. Transportation and handling:

1. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site.
 - a. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - b. Immediately on delivery, inspect shipments to assure compliance with requirements of the Contract Documents and approved submittals, and that products are properly protected and undamaged.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

C. Storage and protection:

1. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - a. Store products subject to damage by the elements in weather tight enclosures.
 - b. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
2. Exterior storage:
 - a. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining; cover products, which are subject to deterioration with impervious sheet coverings; and provide adequate ventilation to avoid condensation.
 - b. Store loose granular materials in a well-drained area on solid surfaces to prevent missing with foreign matter.
3. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.
4. Protection after installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

C. On-Site Work Hours: Limit work to normal business working hours of 7:30 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: No work unless approved by Owner in advance.

2. Early Morning Hours: Any work outside of normal business working hours is to be approved by Owner and applicable authorities.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two (2) days in advance of proposed interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner with Owner.
 1. Notify Owner not less than two (2) days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

1.11 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner is required to operate all pump stations. Turning the pump stations off to make piping and equipment connections shall be coordinated with the Owner 3 day in advance of activities that affect the operations of the pump stations. Bypass pumping of some of the pump stations will be required if the pump stations are off-line greater than the storage capacity of the wetwell during outage for piping and equipment installation. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways, access corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations .

1.12 ACCESS TO SITE

- A. General: Contractor shall have limited use of project site for construction operations as indicated on Drawings by the Contract Limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Limits: Confine construction operations to the areas as shown on the Drawings as permanent and temporary construction easements. Areas shown as public (VDOT or Town) right-of-ways may also be used as construction areas.

- D. Roads, Driveways, Walkways, & Entrances: Keep roads, driveways, and entrances serving all properties clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- E. Condition of Existing Building: Maintain portions of existing building(s) affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction activities.

1.13 CONTRACT CLOSEOUT

A. Refer to Section 017700 – Contract Closeout.

B. PUNCH LIST: Correct all punch list items to the satisfaction of the Owner.

C. PROJECT RECORD DOCUMENTS:

1. Provide one complete set of drawings and project manual recording all changes to the work to indicate actual installation. Changes shall be noted in legible red letters at least 1/8 inch high. These changes shall include, but are not limited to, the following:
 - a. Exact location and elevation of underground utilities
 - b. Changes in general construction work above or below ground.
2. The records are a specific contract requirement, and final payment will not be made until these drawings and project manual have been submitted in an acceptable form.

1.14 GUARANTEE

The Contractor shall provide a twelve month guarantee that all materials and workmanship performed under this Contract shall be free of defects.

END OF SECTION 010000

SECTION 013100 - COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination among Contractor's employees and Subcontractors; and any utility company, separate contractor, property owner, Owner, and authority having jurisdiction.

1.02 GENERAL COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Do not unload or store materials or equipment where they will interfere with the progress of the Project or delay the work of other Contractors.
- C. For equipment units, coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building where applicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. 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.
- F. After final completion, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 COORDINATING WITH ENGINEER

- A. Cooperate with Engineer, inspectors, and separate contractors to establish on-site lines of authority for communication.
- B. Develop procedures for handling submittals, reports, records, recommendations, coordination drawings, and schedules.
- C. Notify in writing of problems that develop during construction.
- D. Ensure agency responsible for operation and maintenance of the completed facility is advised before a project or parts thereof are open for use.
- E. Maintain and operate the Work until accepted and turned over to the agency responsible

for operation and maintenance.

1.04 COORDINATING WITH PRIVATE AND PUBLIC AGENCIES

- A. Notify private and public agencies affected by the proposed construction, coordinate required adjustments, and arrange for all necessary adjustments of utilities within or adjacent to the limits of construction.
- B. Obtain utility locations from the one-call center (Miss Utility) or other utility coordination service 2 to 7 working days prior to any excavation. Locations must be updated every 14 days.
- C. All utilities and utility appurtenances within the limits of the Work that are to be relocated or adjusted shall be moved by the affected utility company, unless specified otherwise.
- D. Notify police, fire and transit authority.

1.05 COORDINATING WITH SEPARATE CONTRACTORS

- A. Coordinate with separate contractors at no additional cost to Owner to leave Work complete and finished.
- B. Inspect and promptly report any apparent discrepancies or defects in work done by separate contractors that render Work unsuitable for proper execution and results. Failure to inspect and report shall constitute acceptance of separate contractor's work as fit and proper to receive work of this contract, except as to defects that may develop in the other separate contractor's work after the execution of the Contractor's work.

1.06 COORDINATING WITH ADJACENT PROPERTY OWNERS

- A. Provide all weather access to property owners at all times, unless property owner or ENGINEER approve otherwise.
- B. Where work is on easements on private property, coordinate work with the property owner so that work will minimize inconvenience to property owner.
- C. Notify all affected property owners ahead of time by written notice. Notify them not to put out any refuse at the appropriate time. Tell them another time that will be the time to collect their refuse.
- D. If necessary haul refuse to nearest point of suitable collection as determined by the refuse collection agency.
- E. Cooperate with the U.S. Postal Service in the delivery of mail.

1.07 INTERRUPTION OF UTILITIES

- A. Notify fire and police services in local jurisdiction if emergency is safety related or if construction activities interrupt any utility service.
- B. Contact the affected utility company. Find out how soon repairs can be made as well as when the repairs will begin.
- C. Contact the affected local residences or businesses. Inform when repairs will begin and how long it will take to complete them.
- D. Inform Engineer and Owner.

1.08 INTERRUPTION OF OWNER'S OPERATIONS

- A. If any aspect of normal Owner operations needs to be interrupted for completion of the Work, notify Engineer in writing.
- B. Submit notice with an alternate plan to cover contingency problems. In the alternate plan allow for maintenance of utilities or other essential services that must be interrupted for any period otherwise deemed necessary by Owner to be unacceptable for necessary Owner operations.
- C. Shutdown of utilities must be accomplished during approved-hours at no additional cost to Owner. If work requires a longer shutdown, it must then be accomplished during separate periods.
- D. Do not proceed with proposed shutdown without written approval.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION 013100

SECTION 013110 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction conference.
- B. Construction sequence coordination meetings.
- C. Progress meetings.
- D. Project close-out meeting.
- E. Pre-installation conferences.

1.02 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a conference to be held prior to Contractor's commencement of the Work.
- B. Attendance:
 - 1. Owner's representatives
 - 2. Engineer
 - 3. Contractor
 - 4. Major Subcontractors
 - 5. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be affected by, the Work.
- C. Agenda Items (as applicable to the Project):
 - 1. Designation of Contractors' supervisory personnel and phone numbers to be used in event of an emergency during non-working hours.
 - 2. List of major Subcontractors and suppliers
 - 3. List of proposed Products
 - 4. Schedule of Shop Drawing submissions
 - 5. Schedule of Values
 - 6. Construction progress schedule and work sequencing

7. Utility relocations
 8. Procedures for submittals; Field Orders and Change Orders; and Applications for Payment
 9. Control points
 10. Record documents
 11. Project coordination
 12. Site security
 13. Temporary utilities
 14. Field offices
 15. Housekeeping
 16. Safety and first-aid procedures
 17. Environmental requirements
 18. Work Hours and Restrictions
- D. Engineer will preside at conference and prepare minutes for distribution to participants.

1.03 CONSTRUCTION SEQUENCE COORDINATION MEETINGS

- A. Engineer may schedule construction sequence coordination meetings at critical times during the construction period to discuss interfacing of the new work with the existing facilities and connections between divisions of the work. In general, meetings will be scheduled a minimum 7 calendar days prior to major construction milestones.
- B. Attendance:
1. Owner's representative(s).
 2. Contractors' project superintendents and other Contractor representatives.
 3. Major subcontractors including bypass pumping subcontractor, if applicable.
 4. Engineer.
 5. Resident Project Representative.
 6. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be affected by, the Work.

7. Others as deemed appropriate by Owner, Contractor and/or Engineer.

C. Agenda:

1. Review of schedule for shutdowns and/or changeovers.
2. Review of shutdown/changeover procedures.
3. Review of plan for maintaining operations during shutdown/changeover.
4. Discussion of any anticipated problems which may impede planned schedule.
5. Review of contingency plans for maintaining/restoring service in the event of problems.
6. Review of operational issues associated with planned shutdown/changeover.
7. Resolution of any outstanding operational concerns about maintenance of service.
8. Coordination of work of all trades.
9. Other business relating to work.

- D. Engineer will conduct meeting and prepare minutes for distribution to participants.

1.04 PROGRESS MEETINGS

- A. Engineer will schedule monthly progress meetings throughout the construction period.

B. Attendance:

1. Owner's representative.
2. Contractors' Project Superintendents (attendance required) and other Contractor(s) representatives.
3. Major Subcontractors and suppliers.
4. Engineer.
5. Resident Project Representative.
6. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be affected by, the Work.
7. Others as appropriate for agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Review and approval of Pay Requests.
4. Field observations, problems, and decisions.
5. Identification of problems which impede planned progress.
6. Review of submittals schedule and status of submittals.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Effect of proposed changes on progress schedule and coordination.
14. Other business relating to Work.

D. Engineer will conduct meeting and prepare minutes for distribution to participants.

1.05 PROJECT CLOSE-OUT MEETING

A. Engineer will schedule a project close-out meeting no later than 90 days prior to the scheduled date of Substantial Completion.

B. Attendance:

1. Owner's representative.
2. Contractors' Project Superintendents (attendance required) and other Contractor(s) representatives.
3. Major Subcontractors and suppliers.
4. Engineer.
5. Resident Project Representative.

6. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be affected by, the Work.
7. Others as appropriate for agenda topics for each meeting.

C. Agenda:

1. Preparation of record documents.
2. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
3. Submittal of written warranties.
4. Requirements for preparing operations and maintenance data.
5. Requirements for delivery of material samples, attic stock, and spare parts.
6. Requirements for demonstration and training.
7. Preparation of Contractor's punch list.
8. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
9. Owner's partial occupancy requirements.
10. Responsibility for removal of temporary facilities and controls.

D. Engineer will conduct meeting and prepare minutes for distribution to participants.

1.06 PRE-INSTALLATION CONFERENCES

- A. When pre-installation conference is required in individual Specification Section, notify Engineer at least seven days prior to start of installation.
- B. Engineer will schedule conference to be held prior to start of installation.
- C. Attendance: Parties directly affecting, or affected by, work of the specific Section.
- D. Engineer will prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.
- E. At conference, Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION 013110

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Section 14000 "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals.

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Engineer's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Allow 15 days for processing each resubmittal.
 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
3. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Submittal and transmittal distribution record.
 - i. Remarks.
 - j. Signature of transmitter.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.
 2. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated:
 - a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Engineer will return submittal with options selected.
 - b. Final Submittal: Submit six copies, unless copies are required for operation and maintenance manuals. Submit eight copies where copies are required for operation and maintenance manuals. Engineer will retain four copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Mill reports.
 - i. Standard product operating and maintenance manuals.
 - j. Compliance with recognized trade association standards.
 - k. Compliance with recognized testing agency standards.
 - l. Application of testing agency labels and seals.
 - m. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 4. Number of Copies: Submit one correctable, translucent, reproducible print and one blue- or black-line print of each submittal. Engineer will return the reproducible print.
 5. Number of Copies: Submit six blue- or black-line prints of each submittal, unless prints are required for operation and maintenance manuals. Submit eight prints where prints are required for operation and maintenance manuals. Engineer will retain four prints; remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.
 6. Number of Copies: Submit copies of each submittal, as follows:
 - a. Initial Submittal: Submit one correctable, translucent, reproducible print and one blue- or black-line print. Engineer will return the reproducible print.

- b. Initial Submittal: Submit two blue- or black-line prints. Engineer will return one print.
 - c. Final Submittal: Submit six blue- or black-line prints, unless prints are required for operation and maintenance manuals. Submit eight prints where prints are required for operation and maintenance manuals. Engineer will retain four prints; remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.
- D. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers, architects, and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.

- P. **Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- Q. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- R. **Record Drawings:** After the final punchlist items have been addressed to the satisfaction of the Engineer, submit one (1) copy of the set of construction drawings and specifications upon which all changes to the Project during performance of the work have been identified. This submittal will be used to generate as-built drawings for the Owner's use. Submittal of record drawings are a prerequisite for release of retainage, project closeout, and initiation of the warranty period.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ENGINEER'S ACTION

- A. **General:** Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. **Action Submittals:** Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports that include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
 1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.

- D. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents, at no additional cost to Owner.
- F. **Testing Agency Responsibilities:** Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Storm sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Electric power service.
 - 6. Lighting.
 - 7. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Field offices.
 - 6. Storage and fabrication sheds.
 - 7. Lifts and hoists.
 - 8. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Pest control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Temporary enclosures.
 - 9. Fire protection.

E. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Divisions 2, 31, and 33 for products in those Sections.
3. Division 1 "VSMP Storm Water Permit Requirements" for environmental concerns related to storm water management.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. Owner's construction forces.
 2. Occupants of Project.
 3. Engineer.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Owner shall provide water for normal use during sewer cleaning and sewer/manhole lining activities. Contractor shall coordinate water withdrawals with the Owner.
- D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

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

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Pavement: Comply with Division 2 Section "Hot-Mix Asphalt Paving."
- C. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Prefabricated, mobile units, or job-built construction, with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

- E. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- F. Telephone Communications: Provide reliable telephone service for safety considerations and for communications between the Contractor's representative at the site and the Engineer and Owner. Portable cellular telephone service is acceptable, provided it is dependable and ensures that the site can contact, and be contacted by, outside parties.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

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

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
 - 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
- E. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
 - 1. Install electric power service underground, unless overhead service must be used.
 - 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
 - 3. Connect temporary service to Owner's existing power source, as directed by electric company officials.
 - 4. Telephone Service: Provide temporary telephone service throughout construction period. Cellular service is acceptable if it effects reliable communication from the site to the Engineer and all necessary emergency services.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access and in accordance with the Owner's approval.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches.

2. Provide gravel paving course of subbase material not less than 3 inches thick; roller compacted to a level, smooth, dense surface.
 3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 4. Ensure that access to the existing shell building is maintained at all times for the Owner's use during construction.
- C. **Traffic Controls:** Provide temporary traffic controls at junction of temporary roads with public roads and other locations where construction personnel or the public might be endangered. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction. All traffic controls must conform to the Manual for Uniform Traffic Control Devices.
- D. **Dewatering Facilities and Drains:** Dewatering of the site for construction purposes is solely the responsibility of the Contractor. Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
 2. Before connection and operation of permanent drainage piping system, provide temporary drainage.
 3. Remove snow and ice as required to minimize accumulations.
- E. **Project Identification and Temporary Signs:** Prepare Project identification and other signs in sizes approved by Owner. Install signs at approved locations to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with detail appended to this section.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 4. Paint sign and graphics with exterior-grade alkyd gloss enamel over exterior primer.
 5. Install sign at a location approved by the Owner and in a manner consistent with the appropriate section(s) of the most recent edition of the "Zoning and Subdivision Ordinance for Amherst County, Virginia."
- F. **Waste Disposal Facilities:** Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- G. **Storage and Fabrication Sheds:** Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services.

1. Construct using fire-retardant-treated lumber and plywood.
 2. Paint exposed surfaces with exterior-grade acrylic-latex emulsion over exterior primer.
- H. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Common-Use Field Office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and VSMP Storm Water Permit Requirements and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking equipment to hours that will minimize complaints from parties near Project site.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Comply with requirements in VSMP permit for the prevention of disturbance of preservation buffers. Avoid areas flagged by the Owner to prevent such disturbance.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- thick exterior plywood.
- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Store combustible materials in containers in fire-safe locations.
 2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.

3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

3.5 OPERATION, TERMINATION, AND REMOVAL

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

END OF SECTION 015000

SECTION 016100 - DELIVERY, STORAGE, AND HANDLING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Products to be used in the work shall be properly stored and handled as described in this section. This section is not intended as a substitution for good judgment by the CONTRACTOR, nor is it intended to limit protective measures to be taken by the CONTRACTOR during construction.

1.2 QUALITY ASSURANCE

- A. General: The CONTRACTOR shall take the necessary measures to protect the materials and work as required.

1.3 MANUFACTURER'S RECOMMENDATIONS

- A. General: Unless otherwise approved by the OWNER, or specified herein, the CONTRACTOR shall comply with the manufacturer's recommendations on product handling, storage and protection.

1.4 PACKAGING

- A. General: Products shall be delivered to the job site in their manufacturer's original container with labels intact and legible. Damaged materials shall be immediately replaced at no additional cost to the OWNER. The OWNER may reject, as non-complying, any materials that do not bear the proper identification such as manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION OF SURFACES

- A. General: The CONTRACTOR shall protect and maintain all finished surfaces from damage during storage and construction. Finished surfaces shall remain clean, unmarred and suitably protected until the work is accepted by the OWNER.

1.6 REPAIRS AND REPLACEMENTS

- A. General: In the event of damage, the CONTRACTOR shall make the necessary replacements and repairs as approved by the OWNER at no additional cost to the OWNER. No extension of contract time will be given for work associated with replacement and repair of damaged materials or surfaces.

1.7 DELIVERY AND STORAGE

- A. Delivery: The CONTRACTOR shall be responsible for making all the arrangements for the delivery, unloading, receiving and storage of materials.
- B. Storage: The CONTRACTOR shall store all products and materials in a protected location to prevent any damage or deterioration due to moisture, freezing temperatures or other detrimental conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 016100

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 7. Complete final cleaning requirements, including touchup painting.
 - 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 00620 "Application for Payment."
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.

- e. Page number.
- 3. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Remove labels that are not permanent.
 - j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - l. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Slabs-on-grade.
 - 2. Sidewalks.
 - 3. Footings.
 - 4. Foundation Walls.
 - 5. Curb and curb and gutter.
 - 6. Thrust blocking for pressure pipe.
 - 7. Miscellaneous indicated Work.
- B. Related Sections include the following:
 - 1. Section "Earth Moving" for drainage fill under slabs-on-grade.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Welding certificates.
- D. Qualification Data: For Installer and manufacturer.

- E. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement. Include special reinforcement required for openings through concrete structures. Details shall be prepared in accordance with ACI 315 and CRSI Manual of Standard Practices.
- F. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Engineer.
- G. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- H. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates.
- I. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Waterstops.
 - 6. Curing compounds.
 - 7. Bonding agents.
 - 8. Repair materials.
- J. Field quality-control test and inspection reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

- C. **Testing Agency Qualifications:** An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. **Welding:** Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. **ACI Publications:** Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. **Concrete Testing Service:** Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. **Batch Tickets:** Batch tickets shall be provided for each truck of concrete delivered to the job site. Tickets shall include the following information:
 - 1. Concrete Company
 - 2. Date
 - 3. Batch Number
 - 4. Mix Design Identifier
 - 5. Quantity of Batch
 - 6. Time the Cement was Injected Into the Mix
 - 7. Water Withheld at the Plant (if any)
 - 8. Water Added at Job (if any)
 - 9. Admixtures (Name & Quantities) Injected at Plant
 - 10. Time of Truck's Departure From the Plant
 - 11. Driver's Name
- I. **Batch Ticket Log:** A log of all batch tickets shall be kept by the Independent Testing Agency and provided to the Engineer following each concrete pour. Results of field testing shall also be recorded on the Batch Ticket Log.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Steel Reinforcement:** Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Galvanized Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.
- C. Plain-Steel Wire: ASTM A 82, galvanized.
- D. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from galvanized steel wire into flat sheets.
- E. Spacing: The clear distance between parallel bars shall not be less than 1-1/3 times the maximum size of the coarse aggregate. All main reinforcement shall be spaced not less than 2 inches from any concrete surface unless authorized or indicated on the plans. Clearance between ground and rebar shall be a minimum of 3 inches. For stirrups, spacer rods and similar secondary reinforcement, this clearance may be reduced by the diameter of such rods.
- F. Splicing: Where splicing of bars is necessary, the minimum length of the splice shall be 30 diameters of the largest bar, unless shown to be otherwise on plans.
- G. Hooks & Bends: When a hook is indicated on the plans, it shall mean either a 180 degree turn plus an extension of at least 4 bar diameters, or a 90 degree turn plus an extension of at least 6 bar diameters.

2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 1. Portland Cement: ASTM C 150, Type I. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Water: ASTM C 94/C 94M and potable.

2.6 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
 1. Available Products:
 - a. Boral Material Technologies, Inc.; Boral BCN.
 - b. Euclid Chemical Company (The); Eucon CIA.
 - c. Grace Construction Products, W. R. Grace & Co.; DCI.

- d. Master Builders, Inc.; Rheocrete CNI.
 - e. Sika Corporation; Sika CNI.
 - f. Or Approved Equal.
- D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
- 1. Available Products:
 - a. Axim Concrete Technologies; Catexol 1000CI.
 - b. Boral Material Technologies, Inc.; Boral BCN2.
 - c. Cortec Corporation; MCI 2000.
 - d. Grace Construction Products, W. R. Grace & Co.; DCI-S.
 - e. Master Builders, Inc.; Rheocrete 222+.
 - f. Sika Corporation; FerroGard-901.
 - g. Or Approved Equal.

2.7 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- 1. Available Manufacturers:
 - a. Greenstreak.
 - b. Progress Unlimited, Inc.
 - c. Williams Products, Inc.
 - d. Or Approved Equal.
 - 2. Profile: Flat, dumbbell with center bulb.
 - 3. Dimensions: 4 inches by 3/16 inch thick; nontapered.
- B. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- 1. Available Manufacturers:
 - a. Bometals, Inc.
 - b. Greenstreak.
 - c. Meadows, W. R., Inc.
 - d. Murphy, Paul Plastics Co.
 - e. Progress Unlimited, Inc.
 - f. Tamms Industries, Inc.
 - g. Vinylex Corp.
 - h. Or Approved Equal.
 - 2. Profile: Flat, dumbbell with center bulb.
 - 3. Dimensions: 4 inches by 3/16 inch thick; nontapered.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
- b. Burke by Edoco; BurkeFilm.
- c. ChemMasters; Spray-Film.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
- e. Dayton Superior Corporation; Sure Film.
- f. Euclid Chemical Company (The); Eucobar.
- g. Kaufman Products, Inc.; Vapor Aid.
- h. Lambert Corporation; Lambco Skin.
- i. L&M Construction Chemicals, Inc.; E-Con.
- j. MBT Protection and Repair, Div. of ChemRex; Confilm.
- k. Meadows, W. R., Inc.; Sealtight Evapre.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
- n. Sika Corporation, Inc.; SikaFilm.
- o. Symons Corporation, a Dayton Superior Company; Finishing Aid.
- p. Unitex; Pro-Film.
- q. US Mix Products Company; US Spec Monofilm ER.
- r. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- s. Or Approved Equal.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Available Products:

- a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
- b. Burke by Edoco; Aqua Resin Cure.
- c. ChemMasters; Safe-Cure Clear.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; W.B. Resin Cure.
- e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
- f. Euclid Chemical Company (The); Kurez DR VOX.
- g. Kaufman Products, Inc.; Thinfilm 420.
- h. Lambert Corporation; Aqua Kure-Clear.
- i. L&M Construction Chemicals, Inc.; L&M Cure R.

- j. Meadows, W. R., Inc.; 1100 Clear.
 - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
 - l. Symons Corporation, a Dayton Superior Company; Resi-Chem Clear Cure.
 - m. Tamms Industries, Inc.; Horncure WB 30.
 - n. Unitex; Hydro Cure 309.
 - o. US Mix Products Company; US Spec Maxcure Resin Clear.
 - p. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
 - q. Or Approved Equal.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating.
1. Available Products:
- a. Anti-Hydro International, Inc.; AH Clear Cure WB.
 - b. Burke by Edoco; Spartan Cote WB II.
 - c. ChemMasters; Safe-Cure & Seal 20.
 - d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Cure and Seal WB.
 - e. Dayton Superior Corporation; Safe Cure and Seal (J-18).
 - f. Euclid Chemical Company (The); Aqua Cure VOX.
 - g. Kaufman Products, Inc.; Cure & Seal 309 Emulsion.
 - h. Lambert Corporation; Glazecote Sealer-20.
 - i. L&M Construction Chemicals, Inc.; Dress & Seal WB.
 - j. Meadows, W. R., Inc.; Vocomp-20.
 - k. Metalcrete Industries; Metcure.
 - l. Nox-Crete Products Group, Kinsman Corporation; Cure & Seal 150E.
 - m. Symons Corporation, a Dayton Superior Company; Cure & Seal 18 Percent E.
 - n. Tamms Industries, Inc.; Clearseal WB 150.
 - o. Unitex; Hydro Seal.
 - p. US Mix Products Company; US Spec Hydrasheen 15 percent
 - q. Vexcon Chemicals, Inc.; Starseal 309.
 - r. Or Approved Equal.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating.
1. Available Products:
- a. Burke by Edoco; Spartan Cote WB II 20 Percent.
 - b. ChemMasters; Safe-Cure Clear.
 - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; High Seal.
 - d. Dayton Superior Corporation; Safe Cure and Seal (J-19).
 - e. Euclid Chemical Company (The); Diamond Clear VOX.
 - f. Kaufman Products, Inc.; SureCure Emulsion.
 - g. Lambert Corporation; Glazecote Sealer-20.
 - h. L&M Construction Chemicals, Inc.; Dress & Seal WB.
 - i. MBT Protection and Repair, Div. of ChemRex; MasterKure-N-Seal VOC.
 - j. Meadows, W. R., Inc.; Vocomp-20.
 - k. Metalcrete Industries; Metcure 0800.

- l. Nox-Crete Products Group, Kinsman Corporation; Cure & Seal 200E.
 - m. Sonneborn, Div. of ChemRex; Kure-N-Seal.
 - n. Symons Corporation, a Dayton Superior Company; Cure & Seal 18 Percent E.
 - o. Tamms Industries, Inc.; Clearseal WB STD.
 - p. Unitex; Hydro Seal 18.
 - q. US Mix Products Company; US Spec Radiance UV-25
 - r. Vexcon Chemicals, Inc.; Starseal 0800.
 - s. Or Approved Equal.
- H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- 1. Available Products:
 - a. Burke by Edoco; Cureseal 1315.
 - b. ChemMasters; Spray-Cure & Seal Plus.
 - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315.
 - d. Dayton Superior Corporation; Day-Chem Cure and Seal (J-22UV).
 - e. Euclid Chemical Company (The); Super Diamond Clear.
 - f. Kaufman Products, Inc.; Sure Cure 25.
 - g. Lambert Corporation; UV Super Seal.
 - h. L&M Construction Chemicals, Inc.; Lumiseal Plus.
 - i. Meadows, W. R., Inc.; CS-309/30.
 - j. Metalcrete Industries; Seal N Kure 0.
 - k. Sonneborn, Div. of ChemRex; Kure-N-Seal 5.
 - l. Tamms Industries, Inc.; LusterSeal 300.
 - m. Unitex; Solvent Seal 1315.
 - n. US Mix Products Company; US Spec CS-25
 - o. Vexcon Chemicals, Inc.; Certi-Vex AC 1315
 - p. Or Approved Equal.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- 1. Available Products:
 - a. Burke by Edoco; Cureseal 1315 WB.
 - b. ChemMasters; Polyseal WB.
 - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315 WB.
 - d. Euclid Chemical Company (The); Super Diamond Clear VOX.
 - e. Kaufman Products, Inc.; Sure Cure 25 Emulsion.
 - f. Lambert Corporation; UV Safe Seal.
 - g. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
 - h. Meadows, W. R., Inc.; Vocomp-30.
 - i. Metalcrete Industries; Metcure 30.
 - j. Symons Corporation, a Dayton Superior Company; Cure & Seal 31 Percent E.
 - k. Tamms Industries, Inc.; LusterSeal WB 300.
 - l. Unitex; Hydro Seal 25.
 - m. US Mix Products Company; US Spec Radiance UV-25.

- n. Vexcon Chemicals, Inc.; Vexcon Starseal 1315.
- o. Or Approved Equal.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Reglets: Fabricate reglets of not less than 0.0217-inch-thick, galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- D. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.
 - 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 - 5. Silica Fume: 10 percent.
 - 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 - 7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Minimum Cementitious Materials Content: 470 lb/cu. yd.
3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

2.12 FABRICATING REINFORCEMENT

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

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

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

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
 1. Leave formwork for slabs and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved Engineer.

3.4 SHORES AND RESHORES

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 STEEL REINFORCEMENT

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

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for slabs in the middle third of spans.
 - 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

3.8 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.9 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces exposed to public view.
- B. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 FINISHING SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces exposed to view.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/4 inch.
- E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set expansion anchors for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.

3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

3.13 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor

- elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.15 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
1. Steel reinforcement placement.
 2. Steel reinforcement welding.
 3. Verification of use of required design mixture.
 4. Concrete placement, including conveying and depositing.
 5. Curing procedures and maintenance of curing temperature.
 6. Verification of concrete strength before removal of shores and forms from slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 13. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.
- D. Measure slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing.

END OF SECTION

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

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

- B. Related Sections:

- 1. Section 015000 "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities, and temporary erosion- and sedimentation-control measures.
 - 2. Section 024119 "Selective Demolition" for partial demolition of buildings or structures.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

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

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

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

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.

- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify Miss Utility for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree-protection measures are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
- B. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer.
 - 1. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch (25-mm) blue vinyl tie tape flag around each tree trunk at 54 inches (1372 mm) above the ground.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

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

3.3 TREE AND PLANT PROTECTION

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

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.
 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. The Contractor shall be responsible for proper drainage of the site(s) during construction of the project. Water shall not be allowed to accumulate in any of the excavated areas. Storm or ground water collecting on the site during construction shall be removed by pumping, ditching, or other suitable means.
- E. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than two (2) days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.
- F. Excavate for and remove underground utilities indicated to be removed.
- G. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities sections and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches (450 mm) below exposed subgrade.
 3. Use only hand methods for grubbing within protection zones.
 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches (150 mm) in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.

- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for resspreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase course and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.
8. Excavating well hole to accommodate elevator-cylinder assembly.

- B. Related Sections:

1. Section 013200 "Construction Progress Documentation" for recording preexcavation and earth moving progress.
2. Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
3. Section 033000 "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
4. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
5. Section 312319 "Dewatering" for lowering and disposing of ground water during construction.
6. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
7. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
8. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.
9. Section 334600 "Subdrainage" for drainage of foundations, slabs-on-grade, walls, and landscaped areas.

1.3 DEFINITIONS

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

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet (9 m) in length.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,700 lbf (128 kN) and stick-crowd force of not less than 18,400 lbf (82 kN) with extra-long reach boom; measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp (172-kW) flywheel power and developing a minimum of 47,992-lbf (213.3-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that exceed a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm) when tested by a geotechnical testing agency, according to ASTM D 1586.

- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Controlled low-strength material, including design mixture.
 - 3. Geofoam.
 - 4. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
 - 1. Geotextile: 12 by 12 inches (300 by 300 mm).
 - 2. Warning Tape: 12 inches (300 mm) long; of each color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.
- C. Blasting plan approved by authorities having jurisdiction.
- D. Seismic survey report from seismic survey agency.
- E. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

- A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," Section 312318 – Blasting, and prepare a blasting plan reporting the following:
 - 1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.
- B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
 - 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.
- C. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- D. Preexcavation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Notify "Miss Utility" for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 015000 "Temporary Facilities and Controls," Section 311000 "Site Clearing," are in place.
- E. Do not commence earth moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 157 lbf (700 N); ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf (630 N); ASTM D 4632.
 - 4. Tear Strength: 56 lbf (250 N); ASTM D 4533.
 - 5. Puncture Strength: 56 lbf (250 N); ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
 - 4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
 - 5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting flowable concrete material produced from the following:
 - 1. Portland Cement: ASTM C 150, Type I.
 - 2. Fly Ash: ASTM C 618, Class C or F.
 - 3. Normal-Weight Aggregate: ASTM C 33, 3/4-inch (19-mm) nominal maximum aggregate size.
 - 4. Foaming Agent: ASTM C 869.
 - 5. Water: ASTM C 94/C 94M.
 - 6. Air-Entraining Admixture: ASTM C 260.

- B. Produce low-density, controlled low-strength material with the following physical properties:
 - 1. As-Cast Unit Weight: 30 to 36 lb/cu. ft. (480 to 576 kg/cu. m) at point of placement, when tested according to ASTM C 138/C 138M.
 - 2. Compressive Strength: 80 psi (550 kPa), when tested according to ASTM C 495.
- C. Produce conventional-weight, controlled low-strength material with 80-psi (550-kPa) compressive strength when tested according to ASTM C 495.

2.4 GEOFOAM

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 1.55-lb/cu. ft. (25-kg/cu. m) density, 25-psi (173-kPa) compressive strength.
- B. Molded-Polystyrene Board Insulation: ASTM C 578, Type I, 0.90-lb/cu. ft. (15-kg/cu. m) density, 10-psi (69-kPa) compressive strength.
 - 1. Manufacture molded polystyrene with an inorganic mineral registered with the EPA and suitable for application as a termite deterrent.
- C. Rigid Cellular Polystyrene Geofoam: ASTM D 6817, Type EPS 19, 1.15-lb/cu. ft. (18.4-kg/cu. m) density, 5.8-psi (40-kPa) compressive strength at 1 percent deformation; 16-psi (110-kPa) compressive strength at 10 percent deformation.
- D. Connectors: Geofoam manufacturer's multibarbed, galvanized-steel sheet connectors.

2.5 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Refer to Section 312318 – Blasting.
- B. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
 - 1. Perform blasting without damaging adjacent structures, property, or site improvements.
 - 2. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches (600 mm) outside of concrete forms other than at footings.

- b. 12 inches (300 mm) outside of concrete forms at footings.
 - c. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches (150 mm) beneath bottom of concrete slabs-on-grade.
 - f. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
- 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches (600 mm) outside of concrete forms other than at footings.
 - b. 12 inches (300 mm) outside of concrete forms at footings.
 - c. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches (150 mm) beneath bottom of concrete slabs-on-grade.
 - f. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
- 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Pile Foundations: Stop excavations 6 to 12 inches (150 to 300 mm) above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or

minus 1 inch (25 mm). Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

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

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches (300 mm) each side of pipe or conduit.

- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

- D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.8 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes) to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Engineer.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

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

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete".
- D. Trenches under Roadways: Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete".
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches (300 mm) over the pipe or conduit. Coordinate backfilling with utilities testing.
- H. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- I. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

- J. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.13 SOIL FILL

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

3.14 GEOFOAM FILL

- A. Place a leveling course of sand, 2 inches (50 mm) thick, over subgrade. Finish leveling course to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.
 - 1. Place leveling course on subgrades free of mud, frost, snow, or ice.
- B. Install geofoam blocks in layers with abutting edges and ends and with the long dimension of each block at right angles to blocks in each subsequent layer. Offset joints of blocks in successive layers.
- C. Install geofoam connectors at each layer of geofoam to resist horizontal displacement according to geofoam manufacturer's written instructions.
- D. Cover geofoam with subdrainage geotextile before placing overlying soil materials.

3.15 SOIL MOISTURE CONTROL

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

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 90 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.17 GRADING

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

3.18 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Section 334600 "Subdrainage."
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch (150-mm) course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches (300 mm) of filter

material, placed in compacted layers 6 inches (150 mm) thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches (150 mm).

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698 with a minimum of two passes of a plate-type vibratory compactor.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches (300 mm) of final subgrade, in compacted layers 6 inches (150 mm) thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches (150 mm).
 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698 with a minimum of two passes of a plate-type vibratory compactor.
 2. Place and compact impervious fill over drainage backfill in 6-inch- (150-mm-) thick compacted layers to final subgrade.

3.19 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 2. Place base course material over subbase course under hot-mix asphalt pavement.
 3. Shape subbase course and base course to required crown elevations and cross-slope grades.
 4. Place subbase course and base course 6 inches (150 mm) or less in compacted thickness in a single layer.
 5. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
 6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.20 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches (150 mm) or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.21 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet (30 m) or less of wall length, but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 1000 feet (305 m) or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.22 PROTECTION

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

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes construction dewatering.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.
 - 2. Section 334600 "Subdrainage" for permanent foundation wall, underfloor, and footing drainage.

1.3 ALLOWANCES

- A. Dewatering observation wells are part of dewatering allowance.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
 - 3. Review geotechnical report.
 - 4. Review proposed site clearing and excavations.
 - 5. Review existing utilities and subsurface conditions.
 - 6. Review observation and monitoring of dewatering system.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.
 - 2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.

3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Field quality-control reports.
- C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.
- D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.

1.8 FIELD CONDITIONS

- A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.
 1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
 2. The geotechnical report is included elsewhere in Project Manual.
- B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to

lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 3. Prevent surface water from entering excavations by grading, dikes, or other means.
 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 5. Remove dewatering system when no longer required for construction.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," during dewatering operations.

3.2 INSTALLATION

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

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

3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 3. Maintain piezometric water level a minimum of 24 inches (600 mm) below bottom of excavation.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

3.4 FIELD QUALITY CONTROL

- A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.
1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
 2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.

3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.
- B. Survey-Work Benchmarks: Resurvey benchmarks monthly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.
- C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.
- D. Prepare reports of observations.

3.5 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 312319

SECTION 312513 - EROSION CONTROLS

PART 1 – GENERAL

1.1 DESCRIPTION

1. **Work Included:** Furnish all labor, materials, supplies, equipment, and appurtenances necessary for the complete and satisfactory construction and maintenance of the erosion control measures shown on the plans. Properties and natural waterways adjacent to the site of land disturbance shall be protected from sedimentation by the use of the erosion control and storm water drainage measures shown on the plans and as may be deemed necessary by the Owner during construction.
2. **Related Sections:** Additional Sections of the Documents which are referenced in this Section include:
 - 1) Section 013300 – Submittal Procedures
 - 2) Section 016100 – Delivery, Storage, and Handling
 - 3) Section 329200 – Lawns and Grasses
3. **Temporary Measures:** Temporary erosion and sediment control shall be achieved by using the stated measures where indicated on the plans or as required for erosion control. Said measures shall be constructed and made workable prior to beginning site excavation and grading work. Refer to the VESCH for descriptions of additional measures.
4. **Permanent Measures:** Permanent erosion and sediment control shall be achieved by seeding and landscaping as detailed in Section 329200 – Lawns and Grasses. The Contractor shall schedule excavation, fill, finish grading, and seeding work in such a manner as to minimize exposure to erosive forces. Seeding of exposed areas shall commence as soon as possible after excavating, backfilling, grading, or other operations have been completed and shall be maintained until an acceptable stand of turf has been developed. Slope protection along indicated areas shall be installed as soon as the grading is complete.

1.2 REFERENCES

1. **General:** The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.
2. **American Society for Testing and Materials (ASTM):**
 - 1) D 448 Standard Classification for Sizes of Aggregate for Road and Bridge Construction
3. **Virginia Department of Conservation and Recreation Virginia Erosion and Sediment Control Handbook (VESCH):**
 - 1) 3.02 Construction Entrance
 - 2) 3.03 Construction Road Stabilization

- 3) 3.09 Temporary Diversion Dike
- 5) 3.17 Storm Water Conveyance Channel
- 6) 3.19 Riprap
- 7) 3.29 Surface Roughening
- 8) 3.31 Temporary Seeding
- 9) 3.32 Permanent Seeding
- 4. Virginia Department of Transportation - Road and Bridge Specifications (VDOT):
 - 1) 414 Riprap

1.3 QUALITY ASSURANCE

- 1. General: All erosion control measures shall be in accordance with the Virginia Erosion and Sediment Control Handbook (VESCH), and all revisions and addenda. Methods used on site shall include, but shall not be limited to VESCH Standard and Specifications, Chapter 3.
- 2. Performance Requirements: The erosion control measures shall be installed such that the erosion of disturbed ground and the siltation of storm drain pipes and inlets will be prevented.
- 3. Regulatory Requirements: All phases of the construction work shall comply with or exceed the minimum state requirements for controlling erosion and sedimentation from "land disturbing activities" as outlined in the "Virginia Erosion and Sediment Control Handbook" (VESCH), and all revisions and addenda thereto.

1.4 MAINTENANCE

- 1. Maintenance Service: The erosion control measures shall be maintained by the Contractor until a vegetative groundcover is achieved, which in the opinion of the Owner, is mature enough to control soil erosion and to survive severe weather conditions.

1.5 SUBMITTALS

- 1. General: Shall be in accordance with Section 01330 – Submittal Procedures.
- 2. Materials: The Contractor shall submit to the Owner or to the Engineer shop plans or catalog cuts for:
 - 1) Materials list of items proposed to be provided under this Section.
 - 2) Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.6 PRODUCT HANDLING

- 1. General: Shall be in accordance with Section 016100 - Delivery, Storage, and Handling.

1.7 SITE CONDITIONS

1. Environmental Requirements: Properties and natural waterways adjacent to the site of land disturbance shall be protected from sedimentation by the use of the erosion control measures shown on the plans and in compliance with pertinent erosion and sediment control practices.
2. Vegetation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, the Contractor shall notify the Owner before planting.
3. Planting Time: See VESCH 3.32 and Section 329200 – Lawns and Grasses.

PART 2 - PRODUCTS

2.1 MATERIALS

1. Silt Fence: The silt fence used as a sediment barrier shall utilize extra strength synthetic filter fabrics.
2. Stone: Stone used to construct the temporary construction entrance shall be ASTM D 448 #1 or #2 stone as shown on the plans.
3. Soil Stabilization Mat: Mat shall be a degradable multi-layered soil stabilization blanket consisting of a netting of polyethylene, nylon, vinyl, or other material intertwined with a natural organic or manmade mulch, a jute mesh or excelsior mat specifically manufactured for maintaining soil slopes until vegetation becomes established. Soil stabilization mat shall be provided by a manufacturer from VDOT's "Approved Products List" as described in VESCH 3.36.
4. Riprap: Riprap shall be a rubble stone riprap, 50 to 150 pounds each, similar to VDOT 414 Class I (50 to 150 pounds) unless otherwise noted on the plans. Stone shall be placed to the depth indicated in accordance with VDOT 414
5. Gravel Outlet Structures: Gravel outlet structures shall be constructed of ASTM D 448 #2 stone or its equivalent.
6. Permanent Seeding: Seeding shall be in accordance with Section 02920 – Lawns and Grasses.

PART 3 - EXECUTION

3.1 PREPARATION

1. General: See Virginia Erosion and Sediment Control Handbook for appropriate installation procedures.
2. Surface Preparation for Stabilization Mat: Any storm drainage channel in which soil stabilization mat is to be installed shall be prepared for installation of the mat according to the mat manufacturer's recommendations.

Any areas which are to be covered with a soil stabilization mat shall be protected from erosion prior to the installation of the mat. The protection shall include, but not be limited to, the installation and maintenance of silt fences, straw bale barriers, and temporary diversion dikes.

3. Rip Rap: Excavation of slopes, ditches, or roadways where riprap is to be placed shall be of sufficient depth to achieve finished grades shown on the plans or details. Rip Rap shall be installed in accordance with VESCH 3.19.

4. Cut and Fill Slope Preparation: Cut and fill slopes shall be constructed in a manner which will minimize erosion, in accordance with the following:
 - 1) All slopes steeper than 3:1 shall require surface roughening, either stair-step grading, grooving, furrowing, or tracking, if stabilized with vegetation, in accordance with VESCH 3.29.
 - 2) Areas with grades less than 3:1 shall have the soil surface lightly roughened and loosened to a depth of 4 inches prior to seeding.
 - 3) Areas which have been graded and will not be stabilized immediately shall be roughened to reduce runoff velocity until seeding takes place.
 - 4) Slopes with a stable rock face do not require roughening or stabilization.

3.2 INSTALLATION AND APPLICATION

1. Silt Fence: Silt fences shall be installed in accordance with the following:
 - 1) Installed height of silt fence shall not exceed 36 inches.
 - 2) Filter fabric splice joints shall occur only at a support post, minimum 6 inch overlap, and securely sealed.
 - 3) Posts shall be spaced a maximum of 10 feet on centers at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without wire support fence, post spacing shall not exceed 6 feet on centers.
 - 4) A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of posts and upslope from the barrier. Eight inches of fabric shall be extended into the trench. The trench shall be backfilled and the soil compacted over the filter fabric.
 - 5) For extra strength filter fabric installation utilizing closer post spacing, the wire mesh support fence may be eliminated. In such case, the fabric is attached to the upslope side of the posts using heavy-duty wire staples, minimum 1 inch long, or tie wires.
 - 6) Filter fabric shall not be stapled to existing trees.
 - 7) Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
2. Stone and Riprap:
 - 1) Stone on the temporary construction entrance shall be installed to a minimum depth of 1 foot.
 - 2) Riprap shall be installed to the depth of 18 inches or as indicated on the plans, in accordance with VDOT 414. Stone shall be placed such that top of stone be within +/-2 inches of the finished grades shown on the plans or details.
3. Temporary Diversion Dike:
 - 1) A temporary diversion ridge of compacted soil shall be located at the top and/or base of sloping disturbed areas in accordance with VESCH 3.09. Dike shall divert storm runoff

from higher drainage areas away from unprotected slopes to a sediment trapping facility or to a stabilized outlet.

- 2) The minimum allowable height measured from the upslope side of the dike shall be 18 inches (except where dike is part of the proposed silt trap).
 - 3) Sideslopes shall be 1.5:1 or flatter. Minimum base width is 4.5 feet.
 - 4) The channel behind the dike shall have positive grade to a stabilized outlet. Channel slope less than or equal to 2 percent shall require no stabilized outlet. Slope greater than 2 percent shall be stabilized in accordance with VESCH 3.17.
4. Construction Access Routes: Wherever construction vehicle access routes intersect paved public roads, provisions must be made to minimize the transport of sediment (mud) by runoff or vehicle tracking onto the paved surface (VESCH 3.02 and 3.03). Where sediment is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads by shoveling or sweeping and be transported to a sediment controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.
 5. Temporary Seeding; Provide temporary seeding in accordance with Section 02920 – Seeding.
 - 1) Provide temporary seeding of any areas when planting time does not permit permanent seeding within 30 days after completion of subgrades and on soil stockpiles.
 6. Straw Bale Barriers: Straw bale barriers shall be placed in a single row, lengthwise, along the contour and embedded in the soil to a depth of three inches. Bales must be securely anchored in place by stakes or steel reinforcing-bars to prevent displacement. Barriers shall be inspected frequently and repair or replacement must be made promptly if needed.
 7. Silt Fence: Burlap or geotechnical fabric filter barriers shall be constructed by setting 1 inch x 2 inches x 3 feet stakes and excavating a 4 inches x 4 inches trench along the line of stakes. Staple fabric to stakes and extend into trench. Backfill and compact excavated soil, anchoring fabric.
 8. Gravel Outlet Structures: The bases and side slopes of the gravel shall be placed so as to conform to the dike configuration. The invert of the outlet shall be not less than six inches lower than the top of the adjoining earth dike, and the gravel shall extend to the top of the dike. Discharge from the outlet structure shall be onto an already stabilized area or watercourse. The gravel outlet structure shall be inspected for silt accumulation after each runoff-producing rain. If structure ceases to function properly due to silt accumulation, the silt shall be removed and gravel shall be replaced.

3.3 MAINTENANCE

1. Maintenance Service: The erosion control measures shall be maintained by the Contractor until all work covered by this contract is completed and permanent stabilization of disturbed areas has been achieved.

3.4 FIELD QUALITY CONTROL

1. Silt Fence Inspection: Silt fences and filter barriers shall be inspected by the Contractor immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
 - 1) Decomposed or ineffective silt fence or filter barriers shall be replaced promptly.

- 2) Sediment deposits shall be removed when deposits reach approximately one-half the height of the barrier. Sediment shall be removed from the site and disposed at an approved waste area.
- 3) Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, then prepared and seeded.
2. Construction Entrance Inspection: The Contractor shall inspect the construction entrance periodically. The stone in the construction entrance shall be replaced when, in the opinion of the Owner, an excessive amount of mud is being carried into the public right-of-way.
3. Disposal: All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized by the Owner. Trapped sediment and other disturbed soil areas resulting from disposition of temporary measure shall be permanently stabilized to prevent further erosion and sedimentation.

END OF SECTION 312513

SECTION 313000 - EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES

PART 1-GENERAL

1.1 DESCRIPTION

- A. Work Included: Excavation and preparation of trenches as shown on the plans and specified herein, backfilling and site restoration.
- B. Related Sections: Additional Sections of the Documents which are referenced in this Section include:
 - 1. Section 329200 – Turf and Grasses

1.2 REFERENCES

- A. General: The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.
- B. American Society for Testing and Materials Publications (ASTM) :
 - 1. D 448-Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 2. D 698-Test Method for Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft)
 - 3. D 1556-Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - 4. D 2167-Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
 - 5. D 2487-Standard Classification of Soils for Engineering Purposes (unified Soil Classification System)
- C. Virginia Department of Labor and Industry - Occupational Safety and Health Standards for the Construction Industry
 - 1. Subpart P-Excavations, Trenching, and Shoring
 - 2. Subpart U-Blasting and the Use of Explosives

1.3 DEFINITIONS

- A. Controlled Fill: Controlled fill is required beneath all areas on which final grade is not placed on original excavated soil.
- B. Classified Excavation: For the purposes of payment, material shall not be classified.
- C. Satisfactory Materials: Materials classified by ASTM D 2487 as GW, GP, GM, GC, SW, SP, SM, SC, ML, and CL are satisfactory as fill for overlot grading and are satisfactory in-situ.
- D. Unsatisfactory Materials: Materials classified by ASTM D 2487 as OL, OH, MH, CH, and PT are unsatisfactory in-situ and as fill. Unsatisfactory materials also include those materials containing roots and other organic matter, trash, debris, frozen materials, and stones larger than 6

inches. Unsatisfactory materials also include man-made fills, refuse, or backfills from previous construction.

- E. Cohesionless and Cohesive Materials: Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have plasticity index of zero.
- F. Degree of Compaction: Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 698, abbreviated below as a percent of laboratory maximum density.
- G. Topsoil: Material obtained from excavations, suitable for topsoils, is defined as the upper 6 inches of existing soil cover. Topsoil shall consist of friable clay loam, free from roots, stones, and other undesirable material and shall be capable of supporting a good growth of grass.
- H. Rock: Rock shall consist of boulders measuring 1/2 cubic yard or more and materials that cannot be removed without systematic drilling and blasting such as rock material in ledges, bedded deposits, unstratified masses and conglomerate deposits, and below ground concrete or masonry structures, exceeding 1/2 cubic yard in volume. Pavements will not be considered as rock. All excavation is unclassified. No payment will be made for rock excavation
- I. Unyielding Material: Unyielding material shall consist of rock and gravelly soils with stones greater than 18 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.
- J. Unstable Material: Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.
- K. Select Granular Material: Select granular material shall consist of well-graded sand, gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall not contain more than 10 percent by weight of material passing a No. 200 mesh sieve. The maximum allowable aggregate size shall be 1 inch, or the maximum size recommended by the pipe manufacturer, whichever is smaller.
- L. Initial Backfill Material: Initial backfill material shall consist of select granular material or satisfactory materials free from rocks 1 inch or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller.

1.4 QUALITY ASSURANCE

- A. Testing Results: Copies of all laboratory and field test reports shall be submitted to the OWNER and ENGINEER within 72 hours of the completion of the test.

PART 2-PRODUCTS

2.1 PLASTIC MARKING TAPE

- A. General: Plastic marking tape shall be acid and alkali-resistant polyethylene film, 2-inches wide with minimum thickness of 0.004-inches. The tape shall be installed directly above the pipe, at a depth of 12 to 18 inches below finished grade unless otherwise shown. The tape shall not be made

of any metallic materials. Tape color shall be as specified in Table 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1.
Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems (including sewer force main)

2.2 TRACER WIRE

- A. General: Tracer wire shall be solid (not stranded) # 12 A.W.G. or larger insulated wire. Where insulation is compromised and will be buried, wire should be encapsulated in pure silicone caulk and wrapped with electrical tape.

PART 3-EXECUTION

3.1 GENERAL

- A. Classification: Excavation and material shall be unclassified for purposes of payment. No extra payment will be considered for any excavation regardless of the type of material encountered including rock.

3.2 CLEARING

- A. General: Only that portion of the work area actually needed for construction shall be cleared or used by heavy equipment unless directed otherwise by the OWNER. In no case shall clearing or debris from clearing operations be taken past right-of-way lines or permanent easement lines onto private property. Areas disturbed by construction operations shall be protected from erosion by suitable methods outlined in the Virginia Erosion and Sediment Control Handbook. Equipment and materials shall be stored only in approved areas.

3.3 EXCAVATION AND PREPARATION OF TRENCH

- A. General: Depth of trenches shall provide a minimum of 36" cover, measured from the top of pipe, unless otherwise noted on the plans and cut sheets. Depth of cover in VDOT right-of-way may be as required by VDOT.
- B. Gravity Sewer Trench: The trench shall be excavated to allow for a depth of $\frac{1}{4}$ of the pipes outside diameter or a minimum of 4 inches of ASTM D 448 #68 aggregate bedding in earth and 6 inches of aggregate bedding in rock.
- C. Pressure Pipe Trench: For force main and water main, the trench shall be excavated so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground between bell holes. Bell holes shall be excavated to accommodate each bell. Any part of the bottom of the trench excavated below the specified grade shall be brought back to grade with approved material and compacted in accordance with the specifications. The finished subgrade shall be prepared accurately by means of hand tools. If PVC pressure pipe is used, 4-inches of

ASTM D 448 #68 stone shall be required for bedding. Where the pipe is in rock, 6 inches of bedding, #68 stone, will be required.

- D. Width: Width shall be sufficient to allow pipe installation without walking or standing on pipe. The trench width at a point 12 inches above the top of the pipe shall not be less than 6 inches nor more than 12 inches on each side of the pipe's largest diameter unless otherwise directed.
- E. Unsuitable Material: Wet or otherwise unsuitable soil at the subgrade shall be removed and replaced with approved sound materials at no cost to the OWNER. Excess or unsuitable materials shall be disposed of by the CONTRACTOR.
- F. Rock Excavation: Ledge rock, boulders, and large stones shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, manholes, valves or other appurtenances and overdepth shall be backfilled with 6-inches of ASTM D 448 #10 (PVC) or #26 (Ductile Iron) aggregate bedding.
- G. Topsoil: Topsoil shall be stripped from excavation area and stockpiled separately from other backfill material in approved area until needed for finish backfill and grading.
- H. Trench Protection: The CONTRACTOR shall furnish and erect such sheathing, bracing and shoring, and shall furnish necessary signs, barricades, and temporary lighting as may be pertinent for the protection of his work, employees, the public, adjacent structures, and to guard against contingencies which might give rise to delays in the work. Sheathing left in place shall be at the CONTRACTOR's expense. Responsibility for preservation of trench banks and other excavated spaces and the prevention of injury to any persons or property shall rest entirely with the CONTRACTOR. Normally, a maximum of 200 feet of trench will be allowed open at any one time. Trench construction and safety shall be governed by the Virginia Occupational Safety and Health Standards for the Construction Industry, Subpart P. No excavation within the VDOT right-of-way or otherwise will be allowed to remain open overnight unless special permission is obtained.
- I. Pumping, Bailing, and Draining: The CONTRACTOR shall remove by appropriate means any water which may accumulate or be found in the trenches or other excavations and shall keep the excavations clear of water while work is being installed, unless approval to the contrary is granted by the OWNER.
- J. Roadway Protection: No cleated equipment shall be used on pavements. Road drainage shall not be clogged, and shoulders, ditches, roadside drainage facilities and pavement affected by trenching operations shall be maintained in condition satisfactory to VDOT. Entrances shall not be blocked except for short periods as arranged with the property owner, and ingress and egress to adjacent property shall be maintained at all times. The CONTRACTOR shall be responsible for the repair of any damaged drainage structures. Private roads shall be restored to an equal or better condition of that prior to construction.

3.4 WORK WITHIN ROAD RIGHT-OF-WAY

- A. General: CONTRACTOR shall work within VDOT right-of-way as required by the OWNER and approved by VDOT. Placement of excavated material on existing pavement shall be avoided if possible. Placement of excavated material on existing pavement shall be permitted upon approval of a written request to the VDOT and provided a stone dust or sand layer is first placed on the pavement.

- B. Traffic Control: All traffic control and directional signs shall be supplied by the CONTRACTOR. Typical traffic control for utility work on road rights-of-way shall comply with VDOT traffic control details. See Appendix D – VDOT Traffic Control.
- C. Traffic Routing: Traffic shall not be blocked or re-routed without permission from the VDOT. Where one way traffic is permitted to be maintained, it shall be flagged 24 hours per day. Traffic shall at all times be properly protected by adequate lights, barricades and signs, and also flagmen when needed.
- D. Erosion and Siltation Control: At all locations straw barriers, silt fences, silt settlement basins, brush barriers or other measures are to be utilized in prevention of erosion and siltation control.
- E. Trenches: No trench within VDOT right-of-way can remain open overnight.
- F. Roadway Crossings: Except where specifically noted on the plans, cutting of existing road pavement will not be allowed. All crossings of VDOT roads shall be made by boring, jacking, or tunneling unless otherwise noted. If the crossing cannot be made by any of the above methods, the permittee must contact the local VDOT Residency. In cases where the OWNER is the permittee, the CONTRACTOR shall contact the OWNER, and the OWNER will contact VDOT. In the event of a failed bore attempt, casing shall be left in place and ends sealed with concrete, or if casing is not abandoned in place the excavation shall be pumped full with a portland cement grout. Wherever pavement is permitted to be cut, not over one-half width shall be disturbed at one time; and on crossings, the first opening shall be completely restored to satisfactory travelable condition before the second half can be opened. Where the pavement is disturbed, or deemed weakened, it, in its entirety, or such portions of it as deemed desirable by the VDOT shall be restored or replaced in a manner directed by and to the satisfaction of the VDOT. When pavement must be cut, the cuts shall be made in a straight line, parallel to the pipe, and 6-inches wider than the trench, on each side, so that an undisturbed shoulder will be provided under the new work. Sidewalks or curb and gutter disturbed by construction shall be removed and replaced at existing joints. Cutting shall be done neatly so that a uniform, straight joint will result to provide a bond with the original concrete or pavement.
- G. Roadway Crossings Through Casings: When special conditions require use of casings, care shall be taken to maintain the proposed plan grade. Before pushing the pipe through casing, chocks or skids shall be attached to the pipe to keep the pipe centered in the casing and to prevent damage when installation is made. Care shall be taken to ensure that the installed pipeline is well secured to prevent movement as detailed in the project details.

3.5 UNDERGROUND UTILITIES

- A. General: The CONTRACTOR shall contact the appropriate utility companies and have utilities located prior to starting construction. Locations of existing facilities should be determined by the CONTRACTOR far enough in advance of the construction to provide for modification in design, if required.

3.6 COORDINATION

- A. General: The CONTRACTOR shall notify the property owner in advance of commencing work and in the event of the necessity of disrupting utility or other services to such property, he shall notify the owner or responsible person in charge of such utility or other services and arrange for the disruption and restoration or such service in a manner which will result in a minimum of inconvenience to parties concerned.

3.7 BACKFILLING

- A. **Materials:** All backfill materials shall be free from mud, refuse, construction debris, organic material, boulders, frozen or otherwise unsuitable material, select initial backfill shall be free from stones over 1-1/2 – inch. From one foot above the top of the pipe to the original ground elevation, however, material containing stones up to 5-inches in their greatest dimension may be used, unless otherwise specified. The CONTRACTOR may backfill with the excavated material, provided it meets the conditions as stated above.
- B. **Gravity Sewer Bedding:** Bedding shall be required on all gravity sewer lines, and shall be in accordance with the project details. Bedding material shall extend from the excavated trench bottom to the pipe springline (midpoint). Bedding material shall be compacted to 95 percent of maximum density as measured by ASTM D 698. Special care shall be taken to backfill under the pipe and to tamp this material into place to provide a firm bed. Material shall be deposited on both sides of the pipe simultaneously and compacted into place by tamping. From the centerline of the pipe to a depth of one-foot above the top of the pipe, the trench shall be backfilled with approved material in 6-inch layers and compacted in accordance with the specifications. Mechanical or pneumatic tampers must be used in this operation. Compaction equipment must not come into contact with the pipe.
- C. **Pressure Pipe Bedding:** Bedding for ductile iron pressure pipe shall only be required when trench is in rock, unless shown otherwise on plans, and shall be in accordance with the project details. Bedding material for ductile iron pipe in rock shall be 6-inches of compacted VDOT #10 OR #26 aggregate beneath the pipe. Where PVC pressure pipe is used, bedding material shall extend from the excavated trench bottom to the pipe springline (midpoint) unless otherwise approved by the OWNER. Bedding material shall be compacted to 95 percent of maximum density as measured by ASTM D 698. Special care shall be taken to backfill under the pipe and to tamp this material into place to provide a firm bed. Material shall be deposited on both sides of the pipe simultaneously, and compacted into place by tamping. From the initial bedding to a depth of one foot above the top of the pipe, the trench shall be backfilled with approved material in 6-inch layers and compacted in accordance with the specifications. Mechanical or pneumatic tampers must be used in this operation. Compaction equipment must not come into contact with the pipe.
- D. **Backfilling to Grade:** Initial backfill shall be with select material as stated above and compacted prior to placement of remaining backfill. Backfilling shall be carried up evenly in increments of one foot. Minimum required density shall be the density of the adjacent undisturbed material. Backfill in trenches outside of proposed pavement areas or street rights-of-way, or in other areas when allowed, shall be compacted to a dry density equal to or greater than the density of the undisturbed soil surrounding the trench. Each layer of earth shall be compacted into place by tamping before the next layer is applied. A hydro-hammer shall not be used for compaction. All pipelines shall have a minimum of 18-inches of cover before any rolling equipment is used. Care shall be taken to prevent damage to pipe or other structures during compaction. Damage to pipelines or other structures resulting from compaction shall be corrected by the CONTRACTOR without expense to the OWNER.
- E. **Backfilling in Controlled Areas:** Backfill under pavement, proposed pavement, or in areas within VDOT right-of-way shall be in layers of selected earth not more than 6-inches in thickness, and each layer shall be compacted to a minimum of 95 percent of maximum density when tested in accordance with ASTM D 698. Compaction shall be by pneumatic tampers or by hand and in accordance with instructions in this Section as modified herein. All pipelines shall have a minimum of 18-inches of cover before any rolling equipment is used. The top course of backfill directly under pavement shall consist of aggregate base material meeting the requirements of VDOT #21 A stone. The depth of this course shall be at least 12-inches, except where otherwise required by VDOT. Moisture content shall be within 20 percent of optimum.

- F. **Marking of Pipelines:** A plastic marking tape (see PART 2 of this section) of the appropriate color shall be required on all pipe lines. The marking tape shall be buried 12 to 18-inches below the finished surface in accordance with the project details. As required by the contract drawings, a copper wire (size #12 - encased in a protective jacket to protect it from corrosion) will be installed parallel to (see 2.2 – Tracer Wire), and at the same depth as, all pipe (PVC and Ductile Iron Pipe) and looped up through all valve boxes, air release valve boxes, blow-off boxes, and around manholes with excess wire brought up to the top of the valve boxes and manholes (for use in connecting locating equipment to the wire). The copper wire shall be one continuous run with no splicing permitted unless two spools of wire are being spliced together. The wires shall be stripped on each connecting end of the protective jacket or coating, and wire ends shall be connected with appropriate sized wire nuts. Silicone shall be used to fill in the void inside the wire nut after splicing the copper wire, and the wire nut shall be wrapped with electrical tape.
- G. **Fill:** Materials for fill areas shown on the plans shall be secured from excavation after rejection of any unsuitable materials. Rock or rocky material may be incorporated into fills if size and shape permit, if placed in lower portion of fills where the stability will not be affected, and if placed in such a manner that the perviousness will not be increased. Material shall be spread in layers with moisture controlled and then compacted to a minimum density as stated above.
- H. **Finished Surfaces:** Uniformly smooth grading of disturbed areas shall be required after backfill and compaction. Road shoulders shall have a minimum depth of 6-inches of VDOT #25 or #26 crusher run aggregate, compacted to a minimum of 95 percent of maximum density as measured by ASTM D 698. Ditches and gutters shall be finished to drain readily. In grass or lawn areas, the last 4-inches of compacted fill will consist of topsoil or an approved soil which will support turf growth after fertilizing and seeding. Settlement or other damage that occurs prior to acceptance of this work shall be repaired and grades satisfactorily re-established.
- I. **Quality Assurance:** The CONTRACTOR will be responsible for and shall repair any settlement in the backfill or pavement for a period of one year after completion of the work.

3.8 BACKFILL TESTING

- A. **General:** Normal testing frequency of compaction testing performed by an independent laboratory shall be at the expense of the CONTRACTOR. Projects initiated and/or funded by the OWNER shall have compaction testing performed at the expense of the CONTRACTOR unless otherwise noted in the project contract.
- B. **Testing Requirements:** The CONTRACTOR shall demonstrate the adequacy of backfill compaction by performing density testing of the completed trench in backfill areas as designated by the OWNER. Density testing shall be performed at three depths for each test location: surface, mid-depth, and near maximum trench depth. In grass and lawn areas outside of VDOT right-of-way the testing shall be performed at two depths for each test location: under the topsoil backfill, and near the maximum trench depth. The character of the backfill material will be observed during the excavation for density testing to determine conformance with the specifications. Density testing shall be performed using nuclear field density equipment or conventional weight-volume methods. If the weight-volume method is used, volume shall be determined by using the sand replacement test (ASTM D 1556) or liquid displacement methods (ASTM D 2167). If nuclear methods are used, the trench correction effect shall be accounted for by recalibrating the nuclear gauge on its calibration block at the location of each test prior to taking the density measurement. Backfill in roadway or parking areas such as VDOT rights-of-way or in areas designated by the OWNER shall be compacted to a minimum of 95% density as measured by ASTM D 698. The density of the backfill outside of VDOT right-of-way or other controlled areas shall be equal to or greater than the density of the undisturbed material in the immediate area adjacent to the area under test. The CONTRACTOR shall furnish all equipment, tools, and

labor to conduct the testing. Testing shall be performed by an independent testing laboratory qualified to perform such tests and approved by the OWNER. All testing shall be witnessed by the OWNER. The test shall be repeated until satisfactory results are obtained. The CONTRACTOR shall be charged for all retests at the normal rates for inspection services.

1. Normal Testing Frequency: One test shall be performed within the first 500-feet of pipe installed by each crew. This test will be used as an initial evaluation of the compaction methods being used. Beyond the initial 500-feet, one test shall be performed in each 1,000-foot section of pipe installed or fraction thereof. Testing shall progress as each 1,000-foot section is completed. The location of the test within each section shall be selected by the Inspector. Testing which indicated that unacceptable material has been incorporated into the backfill, or that insufficient compaction is being obtained shall be followed by expanded testing to determine the limits of the unacceptable backfill. Normal testing shall be performed at the CONTRACTOR's expense.
2. Expanded Testing Requirements: If normal testing within a test section indicated unacceptable backfill, the OWNER may require additional testing within the same test section to determine the limits of unacceptable backfill. Additional testing required by the OWNER shall not exceed testing of 4 additional locations within the test section. Unacceptable backfill within the limits established by the testing shall be removed and replaced by the CONTRACTOR at no additional cost to the OWNER. If the CONTRACTOR fails to schedule testing on a consistent basis (as per the satisfaction of the OWNER), then payment for work performed will be withheld until such testing is completed. Additional testing beyond that required may be performed by the CONTRACTOR at his expense to further delineate limits of unacceptable backfill.
3. Additional Testing: Testing beyond the normal frequency or expanded testing required which is requested by the OWNER, shall be at the OWNER's expense.

3.9 SITE RESTORATION

- A. Replacement of Property: The CONTRACTOR shall restore all pavement, sidewalks, curbing, gutter, fences, poles, culverts, utilities or other such property and surface structures removed or disturbed as a part of the work to a condition equal or better to that before the work began.
- B. Pavement Repair and Replacement: Pavement, if disturbed, shall be repaired or replaced in accordance with the technical details.
- C. Drainage Improvements: The CONTRACTOR shall restore and/or repair all drainage ways and swales including paved or concrete channels as part of this work to a condition equal to that before the work began. Damaged drainage facilities shall be replaced. Restored ditches and swales shall provide positive drainage from roadways. Drainage restoration within VDOT rights-of-way shall be to the satisfaction of the Virginia Department of Transportation.
- D. Cleanup: The CONTRACTOR shall at all times keep the site cleaned to the satisfaction of the Inspector. In all cases, the CONTRACTOR shall "broom" the surfaces of paved streets immediately following backfilling. All surplus materials shall be removed and disposed of from the site of the work unless directed otherwise by the OWNER. Where material is placed on the pavement, a layer of stone dust or sand shall be applied first to facilitate clean-up.
- E. Seeding: Shall be in accordance with Section 329200 – Turf and Grasses.

END OF SECTION 313000

SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes temporary excavation support and protection systems.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving" for excavating and backfilling and for controlling surface-water runoff and ponding.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review geotechnical report.
 - 2. Review existing utilities and subsurface conditions.
 - 3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
 - 4. Review proposed excavations.
 - 5. Review proposed equipment.
 - 6. Review monitoring of excavation support and protection system.
 - 7. Review coordination with waterproofing.
 - 8. Review abandonment or removal of excavation support and protection system.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.
- B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.
 - 2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.

3. Indicate type and location of waterproofing.
4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.
- D. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.6 FIELD CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 1. Notify Owner no fewer than two (2) days in advance of proposed interruption of utility.
 2. Do not proceed with interruption of utility without Owner's written permission.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection according to the performance requirements.
 2. The geotechnical report is included elsewhere in Project Manual.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.
 - 1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

2.2 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.
 - 1. Corners: Site-fabricated mechanical interlock.
- D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.
- E. Shotcrete: Comply with Section 033713 "Shotcrete" for shotcrete materials and mixes, reinforcement, and shotcrete application.
- F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- G. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- H. Tiebacks: Steel bars, ASTM A 722/A 722M.
- I. Tiebacks: Steel strand, ASTM A 416/A 416M.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
 - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.2 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches (50 mm) from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.3 SHEET PILING

- A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.
- B. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches (1500 mm). Accurately align exposed faces of sheet piling to vary not more than 2 inches (50 mm) from a horizontal line and not more than 1:120 out of vertical alignment.
- C. Cut tops of sheet piling to uniform elevation at top of excavation.

3.4 TIEBACKS

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

3.5 BRACING

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

3.6 FIELD QUALITY CONTROL

- A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.
- B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.
- C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.7 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
 - 1. Remove excavation support and protection systems to a minimum depth of 48 inches (1200 mm) below overlying construction and abandon remainder.
 - 2. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."

3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place.

END OF SECTION 315000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Cold milling of existing asphalt pavement.
 - 2. Hot-mix asphalt patching.
 - 3. Hot-mix asphalt paving.
 - 4. Hot-mix asphalt overlay.
 - 5. Asphalt surface treatments.

- B. Related Requirements:

- 1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 PREINSTALLATION MEETINGS

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

- 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

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

- 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
 - 3. Job-Mix Designs: For each job mix proposed for the Work.

- B. Samples for Verification: For the following product, in manufacturer's standard sizes unless otherwise indicated:

1. Paving Fabric: 12 by 12 inches (300 by 300 mm) minimum.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Material Certificates: For each paving material.
- C. Material Test Reports: For each paving material, by a qualified testing agency.
- D. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Virginia DOT for asphalt paving work.
 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 1. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 2. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 4. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.

- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material.
- C. Cutback Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-30 or MC-70.
- D. Emulsified Asphalt Prime Coat: ASTM D 977 emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Fog Seal: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- G. Water: Potable.
- H. Undersealing Asphalt: ASTM D 3141/D 3141M; pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Sand: ASTM D 1073, Grade No. 2 or No. 3.
- D. Paving Geotextile: AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

- E. Joint Sealant: ASTM D 6690, Type I, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

- A. Recycled Content of Hot-Mix Asphalt: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 10 percent or more than 15 percent by weight.
 - 1. Surface Course Limit: Recycled content no more than 10 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: 6 inch.
 - 3. Surface Course: 2 inch.
- C. Emulsified-Asphalt Slurry: ASTM D 3910, Type 1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of 1-1/2 inches (38 mm).
 - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 - 3. Control rate of milling to prevent tearing of existing asphalt course.

4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
6. Patch surface depressions deeper than 1 inch (25 mm) after milling, before wearing course is laid.
7. Handle milled asphalt material according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."
8. Keep milled pavement surface free of loose material and dust.
9. Do not allow milled materials to accumulate on-site.

3.3 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Placing Patch Material: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch (25 mm) in existing pavements.
 1. Install leveling wedges in compacted lifts not exceeding 3 inches (75 mm) thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch (6 mm).
 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.
 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Cutback Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. (0.7 to 2.3 L/sq. m). Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- D. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth (0.5 to 1.40 L/sq. m per 25 mm depth). Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.6 PAVING GEOTEXTILE INSTALLATION

- A. Apply tack coat uniformly to existing pavement surfaces at a rate of 0.20 to 0.30 gal./sq. yd. (0.8 to 1.2 L/sq. m).
- B. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches (100 mm) and transverse joints 6 inches (150 mm).
- C. Protect paving geotextile from traffic and other damage, and place hot-mix asphalt overlay the same day.

3.7 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at a minimum temperature of 250 deg F (121 deg C).
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches (25 to 38 mm) from strip to strip to ensure proper compaction of mix along longitudinal joints.
 - 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.8 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.9 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent or greater than 100 percent.
 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.10 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus 1/2 inch (13 mm).
 2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 1. Base Course: 1/4 inch (6 mm).
 2. Surface Course: 1/8 inch (3 mm).
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3.11 SURFACE TREATMENTS

- A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. (0.45 to 0.7 L/sq. m) to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.
- B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
 - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. (836 sq. m) or less of installed pavement, with no fewer than three cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.13 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved state waste management plan.

END OF SECTION

SECTION 329200 - LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeding.
 - 2. Sodding.
 - 3. Lawn renovation.
- B. Related Sections include the following:
 - 1. Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Section "Earthwork" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod, identifying source, including name and telephone number of supplier.

- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.
- D. Qualification Data: For landscape Installer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Delete paragraph below if no testing is required that involves Contractor's selecting soil-testing laboratory. Revise to name laboratories or to add other specific qualifications.
- C. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- D. Retain paragraph and subparagraph below for imported topsoil or topsoil to be reused. Cation exchange capacity measures the ability of soil particles to hold and release nutrients; the higher the number, the more fertile the soil. Sandy soils have a lower cation exchange capacity than clay soils. Sodium absorption ratio levels below 4 do not interfere with plant growth. Saline soils have a sodium absorption ratio level of 4 to 13; sodic soils, more than 13 and a pH greater than 8.5; saline-sodic soils, more than 13 and a pH less than 8.5.
- E. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

1.7 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15 – May 15
 - 2. Fall Planting: August 15 – October 15
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seeded Lawns: 90 days from date of Substantial Completion.
 - a. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.
 - 2. Sodded Lawns: 60 days from date of Substantial Completion.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
 - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water lawn at a minimum rate of 1 inch per week.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow grass 2 to 3 inches high.
- E. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to lawn area.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 - 1. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 90 percent tall fescue (Rebel 3d variety).
 - b. 5 percent perennial ryegrass (*Lolium perenne*),
 - c. 5 percent annual ryegrass

2.2 TURFGRASS SOD

- A. Turfgrass Sod: VCIA Certified complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Turfgrass Species: Sod of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed.
 - 1. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 100% improved "turf type" tall fescue, variety Rebel 3d

2.3 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 5 to 10 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.4 INORGANIC SOIL AMENDMENTS

- A. Limestone is used to raise pH and neutralize acidic soils. Add percentages of carbonates, calcium, and magnesium. Revise to a pelleted form of limestone with a water-soluble binder that speeds breakdown if required.
- B. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class T, with a minimum 99 percent passing through No. 8 sieve and a minimum 75 percent passing through No. 60 sieve.
 - 2. Class: Class O, with a minimum 95 percent passing through No. 8 sieve and a minimum 55 percent passing through No. 60 sieve.
 - 3. Provide lime in form of dolomitic limestone.
- C. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
- D. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- E. Aluminum Sulfate: Commercial grade, unadulterated.
- F. Perlite: Horticultural perlite, soil amendment grade.
- G. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- H. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- I. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- J. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.5 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch 3/4-inch 1/2-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with at least 0.15 lb of ammonium nitrate or 0.25 lb of ammonium sulfate per cubic foot of loose sawdust or ground bark.

- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.6 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.7 FERTILIZER

- A. Organic fertilizers are derived from several sources. Bonemeal example below is organic and primarily phosphorous, has an alkaline reaction, and is nonburning. Other organic fertilizers include blood meal, cottonseed meal, seaweed meal, soybean meal, alfalfa meal, and blends of these materials. Revise descriptions and name proprietary products if required.
- B. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4percent nitrogen and 20 percent phosphoric acid.
- C. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- D. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- E. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight or as determined by soil test by qualified soil-testing agency.

2.8 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long. Erosion Control blankets shall be used in all seeded areas. Erosion control blankets shall be EC-2 matting as defined by the Virginia Erosion & Sediment Control Manual.

2.9 PLANTING SOIL MIX

- A. Apply soil amendments and fertilizers at rates determined by laboratory soil analysis of the soils at the job site. The Contractor is responsible for including appropriate quantities of soil amendments in his/her bid in order to insure an acceptable stand of turf grass. Contractor may be permitted to amend imported topsoil in different proportions to produce satisfactory planting soil, depending on tests of imported or manufactured soils.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding overspray.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 - 3. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. **Unchanged Subgrades:** If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 - 2. Loosen surface soil to a depth of at least of 6 inches Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply fertilizer directly to surface soil before loosening.
 - 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 - 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. **Finish Grading:** Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. **Moisten prepared lawn areas before planting if soil is dry.** Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. **Restore areas if eroded or otherwise disturbed after finish grading and before planting.**

3.3 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph .Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
- B. Sow seed at the rate of 5 to 8 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray. Protect all seeded areas with 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

3.4 HYDROSEEDING

- A. **Hydroseeding:** Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic tackifier.
2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply mulch at a minimum rate of 1500-lb/acre (15.3-kg/92.9 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate.
3. Apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry application at a minimum rate of 500-lb/acre (5.1-kg/92.9 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1000 lb/acre (10.2 kg/92.9 sq. m).

3.5 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 1. Lay sod across angle of slopes exceeding 1:3.
 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.6 LAWN RENOVATION

- A. Renovate existing lawns within the limits of work.
- B. Renovate existing lawn damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 1. Reestablish lawn where settlement or washouts occur or where minor regrading is required.
- C. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.
- D. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- E. Mow, dethatch, core aerate, and rake existing lawn.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).
- I. Apply soil amendments and initial fertilizers required for establishing new lawns and mix thoroughly into top 4 inches (100 mm) of existing soil. Provide new planting soil to fill low spots and meet finish grades.
- J. Apply sod as required for new lawns.
- K. Water newly planted areas and keep moist until new lawn is established.

3.7 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm)
- B. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.
- C. Satisfactory Plugged Lawn: At end of maintenance period, the required number of plugs has been established as well-rooted, viable patches of grass; and areas between plugs are free of weeds and other undesirable vegetation.
- D. Satisfactory Sprigged Lawn: At end of maintenance period, the required number of sprigs has been established as well-rooted, viable plants; and areas between sprigs are free of weeds and other undesirable vegetation.
- E. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION

SECTION 330500 - COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.01 1.1 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Piping joining materials.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Sleeves.
 - 5. Identification devices.
 - 6. Grout.
 - 7. Flowable fill.
 - 8. Piped utility demolition.
 - 9. Piping system common requirements.
 - 10. Equipment installation common requirements.
 - 11. Painting.
 - 12. Concrete bases.
 - 13. Metal supports and anchorages.

1.03 DEFINITIONS

- A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
- B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- C. ABS: Acrylonitrile-butadiene-styrene plastic.
- D. CPVC: Chlorinated polyvinyl chloride plastic.
- E. PE: Polyethylene plastic.
- F. PVC: Polyvinyl chloride plastic.

1.04 ACTION SUBMITTALS

A. Product Data: For the following:

1. Dielectric fittings.
2. Identification devices.

1.05 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.06 QUALITY ASSURANCE

A. Steel Support Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Steel Piping Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.08 COORDINATION

A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

B. Coordinate installation of identifying devices after completing covering and painting if devices are applied to surfaces.

C. Coordinate size and location of concrete bases. Formwork, reinforcement, and concrete requirements are specified in **Section "Cast-in-Place Concrete."**

PART 2 - PRODUCTS

2.01 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness, unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- B. Flange Bolts and Nuts: Stainless steel.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D 2235.
 - 2. CPVC Piping: ASTM F 493.
 - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 4. PVC to ABS Piping Transition: ASTM D 3138.
- H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.02 TRANSITION FITTINGS

- A. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
- B. Transition Couplings NPS 1-1/2 (DN 40) and Smaller:
 - 1. Underground Piping: Manufactured piping coupling or specified piping system fitting.
 - 2. Aboveground Piping: Specified piping system fitting.

C. AWWA Transition Couplings **NPS 2 (DN 50)** and Larger:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Romac.
 - b. Dresser, Inc.; DMD Div.
 - c. Ford Meter Box Company, Inc. (The); Pipe Products Div.
 - d. JCM Industries.
 - e. Smith-Blair, Inc.
3. Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.

D. Plastic-to-Metal Transition Fittings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Spears Manufacturing Co.
3. Description: **[PVC]** one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint[**or threaded**] end.

E. Plastic-to-Metal Transition Unions:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Colonial Engineering, Inc.
 - b. NIBCO INC.
 - c. Spears Manufacturing Co.
3. Description: MSS SP-107, **[CPVC]** **[CPVC and PVC]** **[PVC]** four-part union. Include brass[**or stainless-steel**] threaded end, solvent-cement-joint[**or threaded**] plastic end, rubber O-ring, and union nut.

F. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cascade Waterworks Mfg. Co.
 - b. Fernco, Inc.
 - c. Mission Rubber Company.
 - d. Plastic Oddities.
3. Description: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

2.03 DIELECTRIC FITTINGS

- A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- B. Dielectric Unions:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Zurn Industries, LLC; Wilkins; [Model DUXL (Lead-Free)] [Model DUXLC (Lead-Free)] [Model DUXLM (Lead-Free)] or comparable product by one of the following:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Hart Industries, International, Inc.
 - e. Watts Water Technologies, Inc.
 2. Description: Factory fabricated, union, NPS 2 (DN 50) and smaller.
 - a. Pressure Rating: [250 psig (1725 kPa)] at 180 deg F (82 deg C).
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.
- C. Dielectric Flanges:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Zurn Industries, LLC; Wilkins; Model DUXLC (Lead-Free) or comparable product by one of the following:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Regulator Co., a division of Watts Water Technologies, Inc.
 2. Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 3 (DN 65 to DN 80) and larger.
 - a. Pressure Rating: [150 psig (1035 kPa) minimum].

- b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric-Flange Kits:

- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
- 3. Description: Nonconducting materials for field assembly of companion flanges, **NPS 2-1/2 (DN 65)** and larger.
 - a. Pressure Rating: [**150 psig (1035 kPa) minimum**].
 - b. Gasket: Neoprene or phenolic.
 - c. Bolt Sleeves: Phenolic or polyethylene.
 - d. Washers: Phenolic with steel backing washers.

E. Dielectric Couplings:

- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Calpico, Inc.
 - b. Lochinvar Corporation.
- 3. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, **NPS 3 (DN 80)** and smaller.
 - a. Pressure Rating: **300 psig (2070 kPa)** at **225 deg F (107 deg C)**.
 - b. End Connections: Threaded.

F. Dielectric Nipples:

- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Perfection Corporation.
 - b. Precision Plumbing Products, Inc.

- c. Victaulic Company.
- 3. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.
 - a. Pressure Rating: [**300 psig (2070 kPa) at 225 deg F (107 deg C)**].
 - b. End Connections: Threaded or grooved.

2.04 SLEEVES

- A. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- B. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.
- C. PVC Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.05 IDENTIFICATION DEVICES

- A. General: Products specified are for applications referenced in other utilities Sections. If more than single type is specified for listed applications, selection is Installer's option.
- B. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.
 - 1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
 - 2. Location: Accessible and visible.
- C. Stencils: Standard stencils prepared with letter sizes complying with recommendations in ASME A13.1. Minimum letter height is **1-1/4 inches (30 mm)** for ducts, and **3/4 inch (20 mm)** for access door signs and similar operational instructions.
 - 1. Material: [**Fiberboard**] [**Brass**].
 - 2. Stencil Paint: Exterior, oil-based, alkyd-gloss black enamel, unless otherwise indicated. Paint may be in pressurized spray-can form.
 - 3. Identification Paint: Exterior, oil-based, alkyd enamel in colors according to ASME A13.1, unless otherwise indicated.
- D. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.
- E. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.
- F. Pipes with OD, Including Insulation, Less Than **6 Inches (150 mm)**: Full-band pipe markers, extending 360 degrees around pipe at each location.

- G. Pipes with OD, Including Insulation, **6 Inches (150 mm)** and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- H. Lettering: Manufacturer's standard preprinted captions as selected by Engineer.
- I. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
 - 1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.
- J. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least **3 mils (0.08 mm)** thick.
 - 1. Width: **1-1/2 inches (40 mm)** on pipes with OD, including insulation, less than **6 inches (150 mm)**; **2-1/2 inches (65 mm)** for larger pipes.
 - 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- K. Valve Tags: Stamped or engraved with **1/4-inch (6.4-mm)** letters for piping system abbreviation and **1/2-inch (13-mm)** sequenced numbers. Include **5/32-inch (4-mm)** hole for fastener.
 - 1. Material: **0.032-inch- (0.8-mm-)** thick, [**polished brass**].
 - 2. Size: **1-1/2 inches (40 mm)** in diameter, unless otherwise indicated.
 - 3. Shape: As indicated for each piping system.
- L. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.
- M. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
 - 1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
 - 2. Thickness: [**1/8 inch (3 mm)**], unless otherwise indicated.
 - 3. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.
- N. Plastic Equipment Markers: Manufacturer's standard laminated plastic, in the following color codes:
 - 1. Green: Cooling equipment and components.
 - 2. Yellow: Heating equipment and components.
 - 3. Brown: Energy reclamation equipment and components.
 - 4. Blue: Equipment and components that do not meet criteria above.
 - 5. Hazardous Equipment: Use colors and designs recommended by ASME A13.1.
 - 6. Terminology: Match schedules as closely as possible. Include the following:
 - a. Name and plan number.
 - b. Equipment service.
 - c. Design capacity.

- d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.
 - 7. Size: 2-1/2 by 4 inches (65 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment.
 - O. Plasticized Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with mat finish suitable for writing.
 - 1. Size: 3-1/4 by 5-5/8 inches (83 by 143 mm).
 - 2. Fasteners: Brass grommets and wire.
 - 3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.
 - P. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in piped utility identification with corresponding designations indicated. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of piped utility systems and equipment.
 - 1. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.
- 2.06 GROUT
- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.
- 2.07 FLOWABLE FILL
- A. Description: Low-strength-concrete, flowable-slurry mix.
 - 1. Cement: ASTM C 150, Type I, portland.
 - 2. Density: [115- to 145-lb/cu. ft. (1840- to 2325-kg/cu. m)].
 - 3. Aggregates: ASTM C 33, natural sand, fine and crushed gravel or stone, coarse.
 - 4. Aggregates: ASTM C 33, natural sand, fine.
 - 5. Admixture: ASTM C 618, fly-ash mineral.
 - 6. Water: Comply with ASTM C 94/C 94M.
 - 7. Strength: [100 to 200 psig (690 to 1380 kPa)] at 28 days.

PART 3 - EXECUTION

3.01 PIPED UTILITY DEMOLITION

- A. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
 - 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.02 DIELECTRIC FITTING APPLICATIONS

- A. Dry Piping Systems: Connect piping of dissimilar metals with the following:
 - 1. **NPS 2 (DN 50)** and Smaller: Dielectric unions.
 - 2. **NPS 2-1/2 to NPS 12 (DN 65 to DN 300)**: Dielectric flanges[**or dielectric flange kits**].
- B. Wet Piping Systems: Connect piping of dissimilar metals with the following:
 - 1. **NPS 2 (DN 50)** and Smaller: Dielectric [**couplings**] [**couplings or dielectric nipples**] [**nipples**].
 - 2. **NPS 2-1/2 to NPS 4 (DN 65 to DN 100)**: Dielectric nipples.
 - 3. **NPS 2-1/2 to NPS 8 (DN 65 to DN 200)**: Dielectric nipples[**or dielectric flange kits**].
 - 4. **NPS 10 and NPS 12 (DN 250 and DN 300)**: Dielectric flange kits.

3.03 PIPING INSTALLATION

- A. Install piping according to the following requirements and utilities Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Select system components with pressure rating equal to or greater than system operating pressure.
- I. Sleeves are not required for core-drilled holes.
- J. Permanent sleeves are not required for holes formed by removable PE sleeves.
- K. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas [2 inches (50 mm)] above finished floor level.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - a. [PVC] Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
 - b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
- L. Verify final equipment locations for roughing-in.
- M. Refer to equipment specifications in other Sections for roughing-in requirements.

3.04 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

- E. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- H. Soldered Joints: Apply ASTM B 813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.
- I. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- J. Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.
- K. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 appendixes.
 - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 5. PVC Nonpressure Piping: Join according to ASTM D 2855.
 - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- L. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.
- N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End PE Pipe and Fittings: Use butt fusion.
 - 2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.
- O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.05 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping **NPS 2 (DN 50)** and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping **NPS 2-1/2 (DN 65)** and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Install dielectric fittings at connections of dissimilar metal pipes.

3.06 EQUIPMENT INSTALLATION

- A. Install equipment level and plumb, unless otherwise indicated.
- B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.
- C. Install equipment to allow right of way to piping systems installed at required slope.

3.07 PAINTING

- A. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.08 IDENTIFICATION

- A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.
 1. Stenciled Markers: According to ASME A13.1.
 2. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.
 3. Locate pipe markers on exposed piping according to the following:
 - a. Near each valve and control device.
 - b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
 - c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
 - d. At manholes and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.
- B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of equipment.
 1. Lettering Size: Minimum **1/4 inch (6.4 mm)** high for name of unit if viewing distance is less than **24 inches (610 mm)**, **1/2 inch (13 mm)** high for distances up to **72 inches (1800 mm)**, and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.

2. Text of Signs: Provide name of identified unit. Include text to distinguish among multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- C. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.09 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 1. Construct concrete bases of dimensions indicated, but not less than **4 inches (100 mm)** larger in both directions than supported unit.
 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on **18-inch (450-mm)** centers around the full perimeter of base.
 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 5. Install expansion anchors to elevations required for proper attachment to supported equipment.
 6. Install expansion anchors according to anchor manufacturer's written instructions.
 7. Use [**3000-psi (20.7-MPa)**] 28-day compressive-strength concrete and reinforcement as specified in [**Section "Cast-in-Place Concrete."**]

3.010 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor piped utility materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.011 GROUTING

- A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.

- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 330500

SECTION 331113 - PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.
- B. References to details pertain to standard details for water lines and appurtenance installation, as shown on the construction drawings.

1.2 SUMMARY

- A. This Section includes water-distribution piping and specialties for the following:
 - 1. Work to be done hereunder shall include furnishing of all labor, materials, tools, transportation, supplies, plant, equipment, and appurtenances necessary for complete and satisfactory construction of water mains, as shown on Drawings or Specifications, as approved by the Owner, complete and ready for service.

1.3 DEFINITIONS

- A. Combined Water Service and Fire-Service Main: Exterior water piping for both domestic-water and fire-suppression piping.
- B. The following are industry abbreviations for plastic materials:
 - 1. PVC: Polyvinyl chloride plastic.
 - 2. PE: Polyethylene plastic.
 - 3. DIP: Ductile Iron Pipe

1.4. REFERENCES:

The work shall comply with most recent standards or tentative standards as published at the date of the contract and as listed in these specifications using the abbreviation shown:

American Society for Testing and Materials	ASTM
American Water Works Association	AWWA
American Association of State Highways and Transportation Officials	AASHTO
Virginia Department of Transportation	VDOT
National Sanitation Foundation	NSF
Chain Link Fence Manufacturers Institute	CLFMI
Occupational Safety and Health Administration	OSHA

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Piping and specialties.
 - 2. Valves and accessories.
 - 3. Fire hydrants.
 - 4. Flushing hydrants.
 - 5. Casing pipe.
 - 6. Air relief valves.
- B. Coordination Drawings: For piping and specialties, including relation to other services in same area. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.
- C. As-Built Drawings: Marked-up drawings shall be given to Engineer upon project completion.
- D. Operation and Maintenance Data: For specialties to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Valves.
 - 2. Fire hydrants.
 - 3. Flushing hydrants.
 - 4. Air relief valves.

1.5 QUALITY ASSURANCE

- A. Product Options: Drawings indicate sizes, profiles, and dimensional requirements of piping and specialties and are based on the specific system indicated.
- B. Regulatory Requirements:
 - 1. Comply with Owner requirements, including tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- C. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- D. Comply with appended standard details of Owner.
- E. Comply with FM's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- F. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.
- G. NSF Compliance:

1. Comply with NSF 61 for materials for piping and specialties for domestic water.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 1. Ensure that valves are dry and internally protected against rust and corrosion.
 2. Protect valves against damage to threaded ends and flange faces.
 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:
 1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.

1.8 TRENCH PROTECTION

- A. Contractor shall furnish and erect sheathing, bracing, and shoring, and shall furnish necessary signs, barricades, and temporary lighting, as may be pertinent for protection of work, employees, public, and adjacent structures, and to guard against contingencies which might give rise to delays in work. Sheathing left in place shall be at Contractor's expense. Responsibility for preservation of trench banks and other excavated spaces and the prevention of injury to any persons or property shall rest entirely with Contractor. Unless otherwise approved by Engineer,

maximum of 200 feet of trench will be allowed open at any one time. No trench will remain open overnight unless authorized by Engineer.

1.9 UNDERGROUND UTILITIES

- A. Contractor shall contact the appropriate utility companies and have utilities located prior to starting construction. Locations of existing facilities should be determined by Contractor far enough in advance of construction to provide for modification in design, if required. Contractor shall call “Miss Utility”, 811.

1.10 BLASTING

- A. Blasting shall be done in strict accordance with Virginia Statewide Fire Prevention Code (VR 394-01-6), latest edition. Contractor shall adhere to requirements of local municipalities and shall notify Owner, County, and City prior to any blasting.

1.11 CLEARING AND EROSION CONTROL

- A. Contractor shall be responsible for complying with all provisions of erosion and sediment control plans and notes, including construction, installation, and maintenance of all mechanical and vegetative erosion and sediment control measures for the duration of project. If unforeseen erosion and sediment problems arise during the construction, Contractor shall implement corrective measures acceptable to Engineer.
- B. Siltation and pollution control requirements for installation, operation, maintenance, and removal shall be in accordance with Virginia Erosion and Sediment Control Manual, latest edition, and Virginia Department of Transportation Road and Bridge Specifications, latest edition.
- C. Only that portion of right-of-way or easement actually needed for construction shall be cleared or used by heavy equipment, unless directed by Engineer. In no case shall clearing or debris from clearing operations be taken past right-of-way or permanent easement lines onto private property. Areas disturbed by construction operations shall be protected from erosion by suitable means outlined in the “Virginia Erosion and Sediment Control Handbook.” Equipment and materials shall be stored only in approved areas.

1.12 TRAFFIC

- A. All traffic control and directional signs shall be supplied by the Contractor. Traffic control shall conform to the latest edition of Uniform Manual for Traffic Control Devices, the Owner, VDOT, and local regulations. Placement of excavated material on existing pavement shall be permitted upon approval of a written request to VDOT and provided a stone dust or sand layer is first placed on the pavement. No cleated equipment shall be used on pavements. Road drainage shall not be clogged, and shoulders, ditches, roadside drainage facilities, and pavement affected by the grading operations shall be maintained in a condition satisfactory to VDOT. Traffic shall not be blocked or rerouted without permission of VDOT. Where one way traffic is permitted to be maintained, it shall be flagged 24 hours per day. Traffic shall at all times be

properly protected by adequate lights, barricades, and signs, and also flagging personnel when needed.

1.13 INSTALLATION WITHIN VDOT RIGHT-OF-WAY

- A. Contractor shall install water main within Virginia Department of Transportation right-of-way as required by Owner and approved by VDOT.

1.14 SEPARATION OF WATER AND SEWER LINES

- A. Parallel Installation: Water lines shall normally be separated from sanitary sewers horizontally by a distance of 10 feet. This distance shall be measured from outside of pipe to outside of pipe. When local conditions prevent a horizontal separation of 10 feet, bottom of water line shall be a minimum of 18" above top of sewer. Where this vertical separation cannot be achieved, sanitary sewer shall be constructed of AWWA-approved water pipe, pressure tested in place to 150 psi without leakage prior to backfilling. The Contractor is required to receive prior Engineer approval of the construction methods whenever normal separation installation conditions can not be achieved.
- B. Crossings: Water lines crossing house, storm, or sanitary sewers shall provide separation of at least 18 inches between bottom of the water line and top of sewer. If this vertical separation is not possible, sanitary sewers shall be constructed and tested per Section 1.14.A.
- C. When local conditions require water lines to pass under such sewers, adequate structural support shall be provided for sewer to prevent excessive deflection. Also, length of water pipe shall be centered at point of crossing, and a vertical separation of at least 18 inches shall be provided between bottom of the sewer and top of water line. In this case, sanitary sewers passing over shall be constructed and tested as noted in Section 1.14.A.
- D. No water pipe shall pass through or come in contact with any part of a sewer or sewer manhole.

1.15 SAFETY

- A. All pertinent safety regulations, including federal and state OSHA standards, shall be followed. In addition, all safety precautions noted on manufacturer's product data sheets and labels shall be observed for both material and equipment. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work.

1.16 OSHA REQUIREMENTS

- A. Contractor shall be responsible for performing all excavation, pipe installation, and backfilling, in accordance with 1990 OSHA Excavation Standards 29 CFR Part 1926, Subpart P – Excavations. Contractor's responsibility also extends to providing a "Competent Person", as defined by OSHA regulation referenced above, on job site.

1.17 WASTE AREAS

- A. Disposal of unsuitable and surplus material will be carried out in accordance with Virginia Department of Transportation Road and Bridge Specifications, Section 106.04, except that Contractor shall be responsible for obtaining rights to any waste area for disposal of unsuitable or surplus material either shown or not shown on plans. All work in disposing of such material shall be considered incidental to work

1.18 CLEANUP

- A. Before final acceptance, all borrow pits, waste areas, storage areas, and all grounds occupied by the Contractor in connection with the work, shall be cleaned of all rubbish, excess materials, and temporary structures, and all parts of the work shall be left in a neat and presentable condition.

1.19 COORDINATION

- A. Coordinate connection to water mains with Owner.
- B. Contractor shall notify owner of property upon which work is to be performed in advance of commencing. In event of necessity of disrupting utility or other services to such property, Contractor shall notify owner of such utility or other services and arrange for disruption and restoration of such service in a manner which will result in a minimum of inconvenience to parties concerned. Contractor shall cooperate fully with Owner to effect proper coordination and progress to complete Project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required by Owner shall be anticipated by Contractor to provide ample time for inspection, investigation, or preparation of instructions.
- C. No valve, hydrant, or other appurtenance on existing water lines shall be opened or closed for any purpose by Contractor. Any opening or closing of valves, hydrants, or other appurtenance shall be by Owner. Contractor shall notify the Owner at least 48 hours prior to need to open or close any appurtenance, except in emergencies, at which time the Owner shall be notified immediately.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

3. All materials and equipment provided shall be compatible with materials and equipment already in Owner system, and shall be new and in first class condition.

2.2 PIPING MATERIALS

- A. As indicated on the design plans, pipe material is to be installed as called out. Water main pipe installed through casing pipe shall have locked gaskets or restrained joints such as “Mega-Lug”, “AquaGrip”, “Lock Tyton”, or Approved Equal.

2.3 PVC PIPE

- A. PVC (SDR 14) C900 pipe shall be Pressure Class 305 polyvinyl chloride plastic furnished in 20-foot nominal lengths. Pipe shall have a 4 to 1 sustained pressure safety factor at recommended maximum working pressure. Pipe shall conform to AWWA Specification C.900 for PVC pressure pipe, 4-inch through 12-inch. Joints shall be push-on type with rubber rings conforming to ASTM D3139 and ASTM F477. PVC pipe will only be allowed on line sizes 8” and smaller.

2.4 FITTINGS

- A. All fittings for pipe shall be mechanical joint, ductile iron or cast iron, in compliance with AWWA C 104, C 110, or C 153. When connecting any PVC pipe to a cast iron bell fitting, pipe end shall be prepared for installation in accordance with manufacturer’s directions. Fittings shall be Sigma C153 Mechanical Joint Ductile Iron Fittings or approved equivalent.

2.5 JOINING MATERIALS

- A. All joint assembly shall be in accordance with manufacturer’s directions. Restrained joints, such as “Mega-Lug”, “AquaGrip”, “Lock Tyton,” or approved equal, may be used for ductile iron pipe upon approval by Engineer. Where such joints are used, concrete anchorage shown on the Drawings will not be required.

2.6 LUBRICANT

- A. Lubricant for joints shall be that supplied by the manufacturer of the pipe being used. If PVC pipe is used, the lubricant for PVC pipe shall be used at joints with valves, fittings, hydrants, or other pipe materials. With PVC pipe, no lubricant harmful to polyvinyl chloride plastic shall be used.

2.7 PIPE ENCASEMENT FOR CROSSINGS

Steel casing pipe shall conform to the Materials Standards of ASTM Designation A-139, Grade B, or approved equal. Only new prime pipe will be permitted. Wall thickness will be as shown on the plans. The pipe shall have an exterior coat of bituminous material. Casing pipe and joints shall be of leak proof construction so as to prevent leakage of any substance from the casing throughout its length.

2.8 GATE VALVES

- A. Refer to Section 331250 – Valves.

2.9 AIR RELIEF VALVES

- A. Refer to Section 331250 - Valves.

2.10 BLOW-OFF ASSEMBLY

- A. Blow-off valves shall be installed at low points in the water line or as selected by the Owner. Blow-offs shall be field assembled in accordance with the details on the design plans, or shall be provided in the form of a box hydrant. Two-inch blow-off valves shall be installed at the end of water lines. Concrete bulkhead anchors shall be provided at all blow-off assemblies as shown in the Standard Details.

2.11 HYDRANTS

- A. General: Fire hydrants shall be traffic type with safety flange protection conforming to AWWA C.502 and shall have not less than 6-inch diameter barrel, 5 ¼-inch minimum hydrant valve and a measured loss of not more than 2.5 psi through the hydrant at 600 gpm. Hydrants shall have 6 inch mechanical joint connection to the water main, two 2 ½-inch hose outlets, and one 4 ½-inch pumper outlet and nozzle threading shall be National Standard. Hydrants shall be so designed that if broken off, hydrant valve will remain closed. Direction of opening shall be left (counterclockwise) with 1 ½-inch pentagon-shaped operating nut. Such hydrants shall have a working pressure of not less than 250 psi. Hydrants shall be Mueller A-423, American Darling B 84B, Kennedy K81D, or approved equal.

2.12 CONCRETE

- A. Miscellaneous concrete shall be Type A-3 conforming to VDOT Specifications and Section 033000.

2.13 SERVICE SADDLES

- A. All service saddles shall be epoxy coated double band iron service saddles conforming to ANSI/NSF 61. Service saddles shall be The Ford Meter Company Iron Service Saddles for C900 PVC – (FC202-xxx-xxx styles) or approved equivalent.

2.14 CORPORATION STOPS

- A. All corporation stops shall have a working pressure of 300 PSI and be lead free. Brass components that come into contact with potable water shall conform to AWWA Standard C800. All corporation stops shall be The Ford Meter Company Ballcorp Corporation Stops – (FB-100-xx-G-NL style) or approved equivalent.

2.15 CTS PIPE

- A. All CTS pipe shall meet the requirements of ASTM D2737, AWWA C901 and NSF Standards 14 and 61. Pipe dimension shall meet Copper Tubing Size standards. All CTS pipe shall be ADS Potable Water Service Tubing or approved equivalent.

2.16 METER/VALVE VAULTS

- A. General: All meters enclosed in a meter vault shall be equipped with approved touch read or radio read apparatus as indicated on the plans. Meter vaults constructed of masonry brick or block will not be acceptable. Meters shall be OMNI T² or approved equivalent.
- B. Large Vault: Chamber for meter or control valve shall be equal to VDOT JB-1 or precast utility vaults approved by Engineer. Minimum dimensions and section details shall be as given in the plans for the size meter/valve assembly required. Joints on precast unit shall be sealed with an asphaltic butyl compound to make them watertight. Access hatch shall be Bilco J-4 series doorway, Halliday, or approved equal or Bilco JH-20, Halliday, or approved equal in traffic areas.

2.17 METER BOX & LID

- A. Meter Box shall be Carson Model 1419 with T-Cover Hinged with AMR Recess or approved equivalent.

2.18 TAPPING DEVICES

- A. General: All wet taps on water lines shall only be made with approved tapping sleeve or tapping saddle such as The Ford Meter Company Stainless Steel Tapping Sleeve 4"-12" – (FTSS-xxx-x style).
- B. Tapping Sleeves: Tapping sleeves are required for connecting to 2-inch and larger water mains and shall be full circle stainless steel sleeves with approved tapping valve included as part of the tapping sleeve installation. All tapping sleeves are to rated for a working pressure of 250 psi.

2.19 TIE RODS

- A. Shall be ¾-inch thread steel rods for hydrant clamping, galvanized or otherwise rustproof-treated. Compatible washers and nuts shall be similarly rustproof-treated. Tie bolts shall be A36 steel.

2.20 STAINLESS STEEL INSERTS

- A. All stainless steel inserts for polyethylene pipe (pep) or tubing (pet) shall conform to AWAA Standard C901 for Polyethylene Pressure Pipe and Tubing. Insert stiffeners shall be solid 304 tubular stainless steel (ASTM 240-92B). All stainless steel inserts shall be The Ford Meter Box Company, Inc. Stainless Steel Inserts – (Insert-xx-style) or approved equivalent.

2.21 COPPER SETTERS

- A. All copper setters shall be constructed with Type K Copper and conform to ASTM B-88 and shall be lead free. Brass components that come in contact with potable water shall conform to AWWA Standard C800. Dual check valves shall be ASSE 1024 approved. All copper setters shall be The Ford Meter Box Company, Inc. 70 Series Coppersetter or approved equivalent.

2.22 STONE

- A. Stone for repair of gravel road shoulder shall be VDOT #25 or #26.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 31 Section "Earthwork" for excavating, trenching, and backfilling.

3.2 EXCAVATION AND TRENCH PREPARATION PIPING

- A. Width: Width shall be sufficient to allow laying without walking or standing on pipe and shall not be less than six inches on each side of pipe's largest diameter. The maximum clear width at top of pipe shall not be more than outside diameter of the pipe plus two feet.
- B. Bell holes shall be excavated to accommodate each bell.
- C. Rock Excavation: Ledge rock, boulders, and large stones shall be removed to provide a clearance of at least six inches below and on each side of all pipe, valves, and fittings. Before pipe is laid, subgrade shall be made by backfilling with approved material and shall be tamped and graded. Commercial stone shall be as shown on the plans and standard details. or shall be VDOT #26 for ductile iron pipe and #10 for PVC pipe when not specified.
- D. Excavation to Grade: Trench shall be excavated so as to provide a uniform and continuous bearing and support for pipe on solid and undisturbed ground between bell holes. Any part of bottom of trench excavated below specified grade shall be brought back to grade with approved material, thoroughly compacted. Finished subgrade shall be prepared accurately by means of hand tools.
- E. Unsuitable Material: Wet or otherwise unsuitable soil at subgrade shall be removed and replaced with approved sound materials as part of original contract cost and at no additional cost to the Owner. Excess or unsuitable material shall be legally disposed of by Contractor.
- F. Topsoil Storage: Topsoil to be used in landscaping shall be stockpiled separately from other backfill material.
- G. Trench Protection: Contractor shall furnish and erect such sheathing, bracing, and shoring, and shall furnish necessary signs, barricades, and temporary lighting as may be pertinent, for protection of the work, employees, public, and adjacent structures. Sheathing left in place shall

be at Contractor's expense. Maximum of 200 feet of trench will be allowed open at any one time. No excavation within VDOT right-of-way or elsewhere will be allowed to remain open overnight unless special permission is obtained.

- H. Pumping, Bailing, and Ditching: Contractor shall remove by appropriate means any water which may accumulate in trenches or other excavations and shall keep excavations clear of water while work is being installed.
- I. Road or Driveway Crossings:
 - 1. All VDOT road crossings must be bored unless otherwise shown on plans. Driveways may be open cut unless otherwise shown on plans. All driveways must be restored to conditions equivalent to existing conditions.
 - 2. Wherever road pavement is to be cut, not over one-half width shall be disturbed at one time. On crossings, first opening shall be completely restored to satisfactory travelable condition before second half can be opened. Where this is not possible, steel crossing plates must be used to maintain access at all times. Where pavement is disturbed, or deemed weakened, it, in its entirety, or such portions of it as deemed desirable by VDOT shall be restored or replaced in a manner directed by and to the satisfaction of VDOT.
 - 3. When pavement must be cut, cut shall be made in a straight line, parallel to pipe and six inches wider than trench, on each side, so that an undisturbed shoulder will be provided under new work. Sidewalks or curb and gutter disturbed by construction shall be removed and replaced at existing joints. Cutting shall be done neatly so that a uniform, straight joint will result to provide a bond with original concrete or pavement.
- J. Erosion and Siltation Control: Within all easements and rights-of-way, straw barriers, silt fencing, settlement basins, brush barriers, and all other means necessary for adequate erosion and siltation control are to be utilized. All work shall be done according to the latest edition of the Virginia Erosion and Sediment Control Handbook.

3.3 HORIZONTAL DIRECTIONAL DRILLING (HDD)

- A. Background: Directional drilling is a two-stage process consisting of drilling a pilot hole through the ground, and pulling back a pipe while the drilling pipe is removed. A lubrication system mixes and pumps bentonite through a hollow stem drill rod to lubricate the hole, assists in the cutting of the earth and rock, and stabilizes the bore hole. When the drill rod exits at the correct location, a back reamer is installed to the drill rod to enlarge the hole. The pipe is attached to the reamer with a swivel installed between the two to ensure that the rotating action of the reamer is not transmitted to the pipe or cable being pulled back. During the pull back, drilling fluid is pumped through the hollow stem drill rod and is injected at the reamer to assist in the cutting and lubrication of the hole, the reduction of friction of the outside of the pipe, and the stabilization of the bore hole.
- B. Contractor Qualifications: Contractor shall be actively engaged in horizontal direction drilling for a minimum of three years, and must have completed at least five projects in the last two years of similar size and type as required for the installation. Field supervisory personnel shall have at least three years of experience in the performance of the type installation to be done. Experience information shall be submitted to the Engineer. Information including the following

shall also be submitted to the Engineer: size & capacity of equipment; Bentonite drilling mud: product information, material specifications, handling procedures, MSDS (material safety data sheet), special precautions required, and method of mixing and application; Pipe and Fittings: material specifications, pipe fusion equipment, specifications, operation procedures, and testing requirements.

- C. Site Conditions: The operations must be conducted in a manner to eliminate discharge of water, drilling mud, and cuttings to streams and other water bodies.
- D. General: The directional boring scope shall include, but not be limited to, steerable directional boring equipment, boring pits and equipment, sheeting, location signs as required, miscellaneous appurtenances to complete the entire work as shown on the plan and drawings, and restoration. Directional boring operations shall be performed within the right of way and/or easements shown on the drawings.

Determine the drilling length and equipment pull strength for the type of soil encountered.
Provide method to control line and grade.

- 1. Provide and maintain instrumentation that will accurately locate the pilot hole.
- 2. Drill pilot hole along the path shown on drawings to the following tolerances:
 - a. Vertical alignment plus or minus one (1) foot. Vertical path of the pilot hole must not establish new high points not shown on the profile drawings.
 - b. Horizontal alignment plus or minus one (1) foot along pipe corridor.
- 3. Record position readings at a maximum of ten-foot intervals.
- 4. At completion of pilot hole drilling, provide Engineer with tabulations of horizontal and vertical alignment. Serious deviations between the design position which may affect the installation of the pipeline which are beyond the control of the Contractor to correct shall be documented and immediately brought to the attention of the Owner for discussion and/or approval. The profile and alignment designed on the construction drawings for the bores define the minimum depth.

- E. Drilling Fluids: Maintain drilling fluid in bore hole to increase stability of the surrounding soil and reduce drag on pulled pipe. Dispose of drilling fluid and other spoils at location chosen by Contractor and approved by Engineer and Owner. Transport excess fluids and other spoils to a disposal site. Disposal shall be performed at no cost to the Owner. Minimize drilling fluid at locations other than entry and exit points. Immediately clean up any drilling fluids that inadvertently surface. During the drilling, reaming, or pullback operations, the Contractor shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids must not be discharged into the waterways. When the Contractor's provisions for storage of the fluids or cuttings on site are exceeded, these materials should be hauled away to a suitable, legal disposal site. After completion of the directional drilling work, the entry and exit pit locations shall be restored to original conditions. The Contractor shall comply with all permit provisions.
- F. Pilot Hole Drilling: Establish entry angle hole so that the curvature of the pilot hole does not exceed the allowable bending radius of the HDPE pipe. Maintain a curvature so that it does not exceed the allowable bending radius of HDPE pipe.

Follow the pipeline alignment, as shown on the drawings, within the tolerances specified herein. Prior to adjustments, notify Engineer for approval. Notify Engineer when forward motion of operation is stopped by an obstruction. When it is determined impossible to advance the HDD, abandon in place filled with drilling fluid, unless otherwise directed by the Engineer. Attempt a

second installation at a location approved by the Engineer. Withdrawals, abandonments, and restarts are at no additional expense to the Owner. If pilot hole, or exit point fails to conform to drawing or is outside of easement limits, too deep, or too shallow, the Owner may require a new pilot hole.

Exercise caution including, but not limited to, the following steps: locate all utilities. Provide down holes (test pits) to observe drill stems or reamer assembly clearing any utility or structure as necessary. Test pits shall be performed at no additional cost to the Owner.

- G. Installing HDPE Pipe: Provide a swivel to reaming assembly and pull section of pipe to minimize torsional stress on the pull section after drilling pilot hole. Hold reaming diameter to 1.5 times the outside diameter of HDPE pipe being installed. Protect pull section as it proceeds during pull back so that it moves freely and is not damaged by stones or debris on the ground. When connecting to the adjacent pipe section or structure, allow the pulled section of pipe to extend past the termination point. Make tie-ins in a minimum of 24 hours after the pullback of HDPE pipe. The necessary amount of extra pulled HDPE pipe will be at the Contractor's discretion. Contractor to provide restrained joint on the backside of the transition coupling from HDPE to the adjacent pipe section.
- H. Testing: Pipe installed is required to be an integral part of the overall system. The pipe shall be tested in accordance with the Plastic Pipe Institute document entitled "Inspections, Test and Safety Considerations." Hydrostatic pressure testing will be done utilizing water as the test medium and following the document sections on "Hydrostatic Pressure Testing of Water Mains." Contractor shall provide one copy of Record Drawings with x-y-z coordinates prior to final acceptance of installation. The pipe shall be sterilized in accordance with these specifications.

3.4 INSTALLATION OF PIPE, FITTINGS, AND ACCESSORIES

- A. Handling: Pipe shall be placed in trench in such a manner as to prevent damage to pipe and protective coatings and linings. Under no circumstances shall pipe be dropped or dumped into trench.
- B. Cleaning: Every precaution shall be taken to prevent foreign material from entering pipe while it is being installed. Spigot and bell ends of pipe and gaskets shall be cleaned and lubricated according to the manufacturer's instructions. When pipe laying is not in progress, open ends of pipe shall be closed by a watertight plug.
- C. Direction of Laying: Pipe shall be laid with bell ends facing in direction of laying, unless otherwise directed by Engineer. Laying shall start at bottom and shall proceed upward with bell ends of pipe upgrade, where feasible.
- D. Roadway Crossings Through Casings: When special conditions require use of casings, spiders shall be bolted to pipe before it is pushed into casing, to keep it centered and avoid damage during installation. Care shall be taken to insure that installed pipeline is well secured to prevent movement, as shown in Details.
- E. Stream Crossings: When water mains cross under streams, ductile iron pipe and concrete encasement shall be used. Concrete encasement shall extend a minimum of five (5) feet to each side of the stream crossing or until the pipe construction is out of the water table, whichever is

further. Minimum cover along the stream crossing shall be 24-inches measured from the top of encasement and as shown in the standard details.

- F. Deflection at Joints: Maximum deflection for joints will be as follows:

Maximum Allowable Deflection in Inches

Pipe Size	Ductile Iron (Mechanical)				Ductile Iron (Push On)				PVC
	Lengths				Lengths				SDR 14
	12'	16'	18'	20'	12'	16'	18'	20'	20'
4"	21	28	31	34	12	17	19	21	12
6"	18	24	27	30	12	17	19	21	4
8"	13	18	20	22	12	17	19	21	3
10"	13	18	20	22	12	17	19	21	2.5
12"	13	18	20	22	12	17	19	21	2
16"	9	12	13.5	15	7.5	10	11	12	--

- G. Setting of Valves, Hydrants, and Fittings: Provide a valve box for every valve. Valve box shall not transmit shock or stress to valve and shall be centered and plumb over wrench nut of valve, with box cover flush with surface of finished pavement or as directed by Engineer. Valve boxes shall be installed in accordance with plan details. Hydrants shall be set so that center of outlet is 16 to 18 inches above finished grade when connected to main and shall be tied to main or anchored to control thrust. At least 0.5 cubic yards of crushed stone or gravel shall be provided under base to allow drainage from hydrant drain valve. Hydrants shall not be subject to surface flooding and shall be installed per plan details. Extra supports are required for fittings, valves, and hydrants when PVC pipe is used. Only valves, valve boxes, and hydrants approved by the Engineer may be used during system construction.
- H. Anchorage: Pipe lines shall be protected against joint pulling or thrust damage by suitable anchors, braces, or tie rods installed at direction changes as a result of fittings and all other critical points. Rods and clamps shall be galvanized or otherwise rustproof treated. Reaction backing shall be of size indicated on plans and in the plan details and shall bear on solid undisturbed earth. Where Mega Lug, AquaGrip, Lok-Tyton, Super-Lock or a similar joint or mega lug restraining gland is used, bracing and anchorage will not be required.
- H. Hydrostatic Pressure Testing of Water Mains:
1. Hydrostatic testing shall be performed in accordance with this specification and in presence of Owner representative. Where this specification cites that work shall be "approved" or "acceptable", it shall be understood that such approval or acceptance shall be by Owner.
 2. All construction, including piping, valves, equipment, thrust restraints, and sufficient backfill to prevent pipe movement, shall be complete, inspected, and approved before testing is performed. Testing shall be performed within 30 days after completion of pipe installation, but at least 7 days after final concrete thrust anchor has been poured.
 3. Hydrostatic pressure testing shall be performed against closed fire hydrants, if present; after installation of service taps, if applicable; and with closed air release valves.
 4. Flushing of water lines shall be performed in such a manner as to prevent erosion control nuisance, interruption of traffic, or damage to downstream properties.

5. Section of pipe to be tested shall be isolated from connecting sections in an acceptable manner and slowly filled with potable water. When existing water mains are used as water source, acceptable backflow prevention measures shall be utilized, which measures shall be removed before testing begins. All air shall be expelled from pipe before testing is performed. Prevent entrapment of air at high points.
6. Test equipment shall be supplied by the Contractor, properly calibrated and approved before use, and shall maintain a stable test pressure, ± 5 psi, for duration of test. Test pressure shall be 1.5 times anticipated working pressure of water main, based on highest static pressure within project limits, as determined by Engineer, but not less than 150 psi, nor higher than 250 psi, or as shown on the plans.
7. Duration of test shall be a minimum of two hours. During this time, all pipe, joints, fittings, and equipment shall be observed for apparent leakage.
8. Leakage shall be defined as observed water loss at any point within section of pipe being tested, or as quantity of water that must be supplied to maintain test pressure, ± 5 psi. Leakage shall not be measured by a drop in pressure over time.
9. Allowable leakage, in gallons per hour, per 1,000 feet of ductile iron pipe.

Avg. Test Pressure (psi)	Nominal Pipe Diameter, in.								
	4	6	8	10	12	14	16	18	20
250	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37
225	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25
200	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12
175	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98
150	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84

10. Allowable leakage, in gallons per hour, per 50 joints of polyvinyl chloride (PVC) pipe.

Avg. Test Pressure (psi)	Nominal Pipe Diameter, in.								
	2	4	6	8	10	12	14	16	18
250	0.23	0.43	0.64	0.85	1.07	1.28	1.50	1.71	1.92
225	0.22	0.41	0.61	0.81	1.01	1.22	1.42	1.62	1.82
200	0.20	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72
175	0.19	0.36	0.54	0.72	0.89	1.07	1.25	1.43	1.61
150	0.17	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49

11. All defective materials and workmanship shall be repaired. Also, measured leakage that exceeds limits specified in the tables in Section 33 shall be cause for Contractor to investigate and correct leaks, in accordance with Contract Documents.
12. Upon completion of corrective measures, the pressure test shall be repeated.
13. This procedure shall be repeated until leakage is within limits cited above. Acceptance shall be based on allowable leakage.
14. Cost of all testing and repairs shall be responsibility of the Contractor, as part of Project.

Additional cost to Owner for engineering and/or inspection services for re-testing shall be responsibility of the Contractor and shall be deducted from contract proceeds.

15. Volume of water required to initially fill new lines for pressure testing will be provided by Owner. If pressure testing fails and leaks are found, any additional water required to refill lines after initial test will need to be purchased by Contractor from Owner.

3.5 DISINFECTION OF WATER MAINS

- A. Water mains and accessories shall be disinfected in accordance with AWWA C651. Care shall be taken to minimize entrance of foreign material into pipe, fittings, and valves. The water main shall be flushed prior to disinfection, with sufficient flow to produce a velocity of 2.5 fps. Flushing shall take place in areas with adequate drainage.

Diameter (in.)	GPM @ 2.5 ft/sec
6	220
8	392
10	612
12	881
16	1565

- B. Chlorine application by approved method shall be made using water from existing distribution system or water supply. Initial chlorine concentration in water to be used shall be a minimum of 50 mg/L free available chlorine. Chlorinated water shall be retained in water main for at least 24 hours, but not more than 72 hours, during which time all valves and hydrants in section treated shall be operated. At end of this period, treated water shall contain no less than 25 mg/L free available chlorine throughout, and final flushing shall follow to insure that chlorine concentration is not higher than that generally prevailing in system, before being used by any customer. Chlorinated water shall not be discharged to any water course or drainageway until it is diluted or reduced to a level which will result in no damage to aquatic life. A dechlorination device detail shall be submitted to the Engineer for approval prior to use.
- C. After final flushing and before water main is placed in service, two consecutive samples shall be collected at 24 hours intervals for each 2,000 feet of line. These samples shall be tested for bacteriologic quality by a laboratory approved by Virginia Division of Consolidated Laboratories and shall show absence of coliform organisms. Samples will be collected by Contractor. At its discretion, the Owner may require that it collect all samples. If initial disinfection fails to produce satisfactory results, water line shall be flushed and disinfection shall be repeated until satisfactory samples have been obtained. Costs associated with flushing, disinfection, and laboratory testing, including repeat applications of the procedures after failure of testing, will be at Contractor's expense. Initial water required for flushing will be provided by Owner at no cost to Contractor.
- D. Methods of Application:
 1. Continuous feed method - Potable water shall be introduced into the pipe main at a constant flow rate. Chlorine shall be added at a constant rate to this flow so that the chlorine concentration in the water in the pipe is at least 50 mg/L. The chlorinated water shall remain in the main at least 24 hours, after which, the chlorine concentra-

tion in the water shall be at least 25 mg/L. All valves and appurtenances shall be operated while the chlorinated water remains in the main.

2. Slug method - Potable water shall be introduced into the main at a constant flow rate. This water shall receive a chlorine dosage which will result in a chlorine concentration of 100 mg/L in a "slug" of the water. The chlorine shall be added long enough to insure that all portions of the main are exposed to the 100 mg/L chlorine solution for at least three hours. The chlorine residual shall be checked at regular intervals not to exceed 2,000 feet to insure that adequate residual is maintained. As the chlorinated water passes valves and appurtenances, they shall be operated to insure disinfection of these appurtenances.

3.6 BACTERIOLOGIC TESTS

- A. After final flushing, and before water main is placed in service, a sample or samples shall be collected from end of water line and tested for bacteriologic quality and shall show absence of coliform organisms. At least one set of samples shall be collected at least 24 hours apart, in every 1,200' section of new water main, plus one set from the end of the line and at least one set from each branch, and tested by a Virginia Division of Consolidated Laboratories. The approved laboratory and results shall be submitted to the Engineer. Test failure shall be followed by repeating disinfection procedure in Section 3.4 of this specification and repeat sampling and testing, until test success. Contractor shall be responsible for collecting all bacteriological samples and having laboratory tests made to determine presence of total coliform bacteria. All costs associated with bacteriologic testing, including re-testing due to test failure, shall be the responsibility of the Contractor.
- B. Samples for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulphate. If laboratory results indicate presence of total coliform bacteria, samples are unsatisfactory and disinfection shall be repeated until samples are satisfactory. The tablet method shall not be used in repeated disinfections. Cleaning and disinfection will be responsibility of Contractor. Water for these operations will be furnished by Owner, but Contractor shall be responsible for loading, hauling and discharging of water.
- C. If a corporation stop or other sampling means is not available at required minimum intervals along water line, Contractor shall install, at his own expense, a sampling tap consisting of a corporation cock installed in pipe with a copper goose neck assembly.
- D. Testing and disinfection of completed sections shall not relieve Contractor of his responsibility to repair or replace any cracked or defective pipe. All work necessary to secure a tight line shall be done at Contractor's expense.

3.7 BACKFILLING

Refer to Division 31 Section – Earth Moving.

3.8 CLEANUP

- A. Contractor shall at all times keep job site clean to satisfaction of Engineer. Surfaces of paved streets shall be "broomed" immediately after backfilling. Surplus materials shall be removed

and disposed of from site of work, unless directed otherwise by Engineer. Where material is placed on pavement, a layer of stone dust or sand shall be applied first to facilitate cleanup.

3.9 SEEDING

- A. Refer to Division 32 Section – Lawns & Grasses

END OF SECTION 331113

SECTION 331250 - VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work Included: Provide complete, in place, and free from leakage, all valves as shown on the plans and in accordance with this Specification. Valves shall be furnished complete with valve operators and accessories for a complete assembly adequate for the specified or indicated purpose. Valve assemblies shall be installed, painted, tested, and adjusted.
- B. Related Sections:
 - 1. Section 013300 – Submittals
 - 2. Section 016600 – Delivery, Storage, and Handling
 - 3. Section 330500 – Common Work Results for Utilities
 - 4. Section 331113 – Public Water Utility Distribution Piping

1.3 REFERENCES

- A. General: The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.
 - 1. American National Standard Institute (ANSI):
 - a. Z21.22 – Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems
 - 2. American National Standard Institute (ANSI)/American Society of Sanitary Engineers (ASSE):
 - a. 1011 – Hose Connection Vacuum Breakers
 - b. 1013 – Reduced Pressure Principle Backflow Preventers
 - 3. American National Standard Institute (ANSI)/American Water Works Association (AWWA):
 - a. C500 – Standard for Metal Seated Gate Valves for Water Supply Service
 - b. C508 – Standard for Swing-Check Valves for Waterworks Service
 - c. C509 – Standard for Resilient-Seated Gate Valves for Water Supply Service
 - d. C800 – Standard for Underground Service Line Valves and Fittings
 - 4. American Society for Testing and Material (ASTM):
 - a. A126 – Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
 - 5. National Sanitation Foundation (NSF):
 - a. 61 – Standard which states certified NSF products are limited 11 parts per billion (PPB) of lead in water from endpoint devices.

1.4 SUBMITTALS

- A. General: Submittals shall be in accordance with Section 013300 – Submittals. Each submittal shall be identified with precise use, line, and location.
- B. Shop Drawings: As a minimum, shop plans shall include manufacturer's name, class of materials, catalog, and engineering data showing compliance with the specified requirements.
- C. Maintenance Instructions: Submit corrective and preventive maintenance instructions, including recommended spare parts.

1.5 QUALITY ASSURANCE

- A. Product Options: Drawings indicate sizes, profiles, and dimensional requirements of valve and specialties and are based on the specific system indicated.
- B. Valves shall bear label, stamp, or other markings of specified testing agency.
- C. Comply with FM's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- D. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.
- E. NSF Compliance:
 - 1. Comply with NSF 61 for materials for piping and specialties for domestic water.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves according to the following:
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves according to the following:
 - 1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 - 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Valves: All valves shall be certified by the National Sanitation Foundation for potable water service (NSF 61) and the same shall be so indicated on the valve.

2.2 PRESSURE RELIEF VALVES

- A. The pressure relief valves shall be equal to Cla-Val 50-01 Pressure Relief & Pressure Sustaining Valve as manufactured by Cla-Val Co., Newport Beach, CA 92659-0325, or approved equal. The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three (3) years from date of shipment. A direct factory representative shall be made available for start-up service, inspection, O&M training, and necessary adjustment.

The pressure relief pilot shall be a direct-acting, adjustable, spring-loaded, diaphragm valve designed to permit flow when controlling pressure exceeds the adjustable spring setting. The pilot control is normally held closed by the force of the compression on the spring above the diaphragm and it opens when the pressure acting on the underside of the diaphragm exceeds the spring setting. Pilot control sensing shall be upstream of the pilot system strainer so accurate control may be maintained if the strainer is partially blocked. The Contractor shall connect the sensing/pilot supply connection to the main header with minimum $\frac{3}{4}$ " pipe or tubing.

A full range of spring settings shall be available in ranges from 0 – 300 psi.

- B. The valve manufacturer shall provide a repair kit for the main valve and both pilots as part of the submittal for each valve supplied.

2.3 GATE VALVES

- A. Valves shall be either cast iron or ductile iron body, resilient seated with reinforced rubber seat ring or permanently bonded disc, and machined seating surface, brass or bronze non-rising stems, and complying with AWWA C.509 or C.515. Body shall be self centering or shall have guides for alignment of wedge disc and have internal epoxy coating approved for potable water. Working pressure shall be at least 250 psi and hydrostatically tested to 500 psi for valves 16 inches in diameter and smaller. Valves shall have O-ring seals and open left (counterclockwise) with a 2-inch square wrench nut. Valve ends shall be of mechanical joint type with all bolts, glands, and rubber gaskets furnished in the price of the valve. Valves shall be American Flow Control Series 2500, or equal approved by Engineer.
- B. All exposed valves are to be operated by a handwheel.

- C. Valves located on bypass lines within meter vaults are to have locking mechanisms installed to prevent operation by unauthorized personnel.

2.4 AIR RELEASE VALVES

- A. Automatic air release valves shall automatically function to release to the atmosphere small amounts of entrained air, which may accumulate in the pipeline. Once the accumulated air is exhausted, valves shall seat tightly to prevent water leakage. Air release valves shall be 1" for pipe sizes 12" and smaller; valves shall be 2" for pipe sizes larger than 12". Such valves shall have a working pressure of not less than 250 psi or greater and shall be capable of venting 26 cubic feet per minute at 150 psi. Valves shall be installed in a vault according to the Standard Detail AR-1. Air release valves shall be as manufactured by Cla-Val, Valmatic, Crispin, Bermad, or approved equal.

2.5 SAMPLING TAPS/VALVES

- A. The sampling tap shall be plain end spigot faucet, renewable seats, tee handles, polished chrome plated similar to American Standard 4221.024.

2.6 BALL VALVES

- A. Ball valves shall be equal to Speedaire industrial quality, two piece forged brass ball valves. The valves shall be minimum 200 p.s.i. rated with reinforced PTFE seats, chrome plated ball for long life, separate pack nut to permit handle removal under pressure and bottom loaded stem for safety. Corrosion resistance steel handle shall be provided with a vinyl grip and 1/4" twin stop for positive control. The valve must meet Federal Spec. WW-V-35.

2.7 PRESSURE REDUCING VALVES

- A. The Pressure Reducing Valves shall be certified to NSF/ANSI 372, consist of a low lead bronze body and bronze bell housing, shall have separate access covers for the plunger and strainer screen and shall have a bolt to adjust the downstream pressure. The Pressure Reducing valves shall be of the balanced piston design and shall reduce pressure in both flow and no-flow conditions. The bronze bell housing and access caps shall be threaded to the body and shall not require the use of ferrous screws. The Pressure Reducing Valves shall be equal to Zurn Wilkins Model 600 XL Water Pressure Reducing Valve with Integral By-pass Check Valve and Strainer or approved equal.

2.8 ALTITUDE VALVES

- A. General: One-way altitude valves shall function to control the level in a tank without the use of floats or probes in the tank itself. It shall be a one-way flow (single-acting) type, designed to open fully to fill the tank and close completely when the predetermined high level is reached. Sensing of the altitude pilot shall be by means of a field-installed sense line between the pilot and base of the tank. The altitude valve shall be equipped with an indicator assembly. The altitude valve will close when the preset high level has been reached. The valve will remain

closed until the level in the tank has dropped to a preset level, at which point the altitude valve will open. The one-way altitude valve shall be sized according to the design plans.

- B. Main Valve: The one-way altitude valve shall be a single-seated, line pressure operated, diaphragm actuated, pilot controlled globe valve. The valve shall seal by means of a corrosion-resistant seat and a resilient, rectangular seat disc. These, and other parts, shall be replaceable without removing the valve from the line. The stem of the main valve shall be guided top and bottom by integral bushings. Alignment of the body, bonnet and diaphragm assembly shall be by precision dowel pins. The diaphragm shall not be used as a seating surface, nor shall the pistons be used as an operating means. The pilot system shall be furnished complete and installed on the main valve. It shall include the altitude pilot, a needle valve, Y-strainer and isolation ball valves. The one-way altitude valve shall be operationally and hydrostatically tested prior to shipment.
- C. Materials: The main valve body and bonnet shall be ductile iron per ASTM A536, Grade 65-45-12. End connections shall be ANSI B16.42 Class 300# flange. All ferrous surfaces shall be coated with a minimum of 4 mils of an NSF-61 approved epoxy. The main valve ring shall be bronze per ASTM B61. Elastomers (diaphragms, resilient seats and O-rings) shall be Buna-N. The pilot shall be bronze per ASTM B61. The needle valve and isolation ball valves shall be brass and control line tubing shall be copper.
- D. Operating Conditions: One-way altitude valve shall be suitable for a flow of 2,800 gpm, a maximum pressure of 250 psi, and a full tank level of 50 feet.

2.9 PRESSURE MANAGEMENT CONTROL VALVES

- A. The pressure management valves shall be equal to Cla-Val 98-06 Hydraulic Pressure Management Control Valve With Hydraulically Dampened Switching Between Dual Set Points as manufactured by Cla-Val Co., Newport Beach, CA 92659-0325, or approved equal. The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three (3) years from date of shipment. A direct factory representative shall be made available for start-up service, inspection, O&M training, and necessary adjustment.

The pressure management control valve shall be capable of controlling downstream pressure to a low pressure set point or high pressure set point with varying flow rate. As flow increase from a low flow condition to a high flow condition, the regulated outlet pressure shall increase from the low set point pressure to the high set point pressure. The low set point pressure, high set point pressure, and flow (based on valve position) at which pressure increases to the high set point pressure shall be adjustable. The rate of change between the two set points shall be hydraulically damped to gradually increase or decrease pressure to prevent downstream piping system surges.

The valve shall not have an orifice plate or other restriction in the main line as part of the valve control. It shall operate only under hydraulic control without electrical or electronic (powered or battery operated) controls. It shall control downstream pressure to either the low pressure set point or high pressure set point depending on whether the flow is below or above the adjustable switch point.

The pilot system adjustments shall only require simple tools to make changes and allow for changes to be made to the flow switch point without resizing an orifice plate, readjusting a

restriction in the line, or reprogramming electronic control. The dual outlet pressure reducing pilot control shall be a direct-acting adjustable, spring loaded, normally open, diaphragm valve designed to permit flow at predetermined pressure set points when controlled pressure is less than the spring setting. The pilot control system shall include separate adjustments for setting the high pressure, low pressure, and flow rate at which pressure increases or decreases between set points. It shall have an integral bias chamber which allows switching between the low and high pressure set points. External bias chambers, either above or below the pilot, shall not be allowed. The pilot control system shall incorporate a stem valve that either blocks or allows upstream pressure into the pressure reducing pilot control bias chamber for switching between high and low set point pressures. The switching between low and high set point pressures shall be hydraulically dampened to prevent downstream pressure surges. Two separate pilot controls with no dampening shall not be allowed. The pressure reducing control shall have an adjustable low pressure setting up to 30 psi below the high pressure set point.

- B. The valve manufacturer shall provide a repair kit for the main valve and pilot system as part of the submittal for each valve supplied.

2.10 COMBINATION PRESSURE REDUCING & PRESSURE SUSTAINING VALVES

- A. The pressure reducing/pressure sustaining valves shall be equal to Cla-Val 92-01 Combination Pressure Reducing & Pressure Sustaining Valve as manufactured by Cla-Val Co., Newport Beach, CA 92659-0325, or approved equal. The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three (3) years from date of shipment. A direct factory representative shall be made available for start-up service, inspection, O&M training, and necessary adjustment.

The combination valve shall maintain a constant downstream pressure regardless of changing flow rate and/or inlet pressure. When the upstream pressure becomes equal to the spring setting of the pressure sustaining control, the valve throttles to maintain a constant inlet pressure.

The pressure reducing pilot control shall be a direct-acting, adjustable, spring-loaded, normally open, diaphragm valve designed to permit flow when controlled pressure is less than the spring setting. The pilot control is held open by the force of the compression on the spring above the diaphragm and it closes when the delivery pressure acting on the underside of the diaphragm exceeds the spring setting. The pilot control system shall include a fixed orifice. No variable orifices shall be permitted. The pilot system shall include an opening speed control as standard equipment. The pilot control shall have a second downstream sensing port which can be utilized to install a pressure gauge.

The pressure sustaining pilot control shall be a direct-acting adjustable spring loaded control which opens when upstream pressure exceeds the spring setting on the pilot. The pilot control system shall include an X44A strainer & orifice assembly.

A full range of spring settings shall be available in ranges of 0 – 300 psi. All valves are to have a check valve option included.

- B. The valve manufacturer shall provide a repair kit for the main valve and pilot system as part of the submittal for each valve supplied.

PART 3 - EXECUTION

3.1 INSPECTION

- A. General: Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Valves shall be cleaned to remove all dirt or other foreign material. Valve installation shall comply with project details and the manufacturer's recommendations.
- B. Valves: Before installation, clean valves to remove all dirt or other foreign materials.
- C. Stems: Shall be oriented for accessibility as approved by the Engineer. Do not install valves with stems in the downward direction.
- D. Setting of Valves: A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the valve, with the cover flush with the surface of the finished grade or as directed by the Engineer.
- E. Transmitting Forces: Valves and valve boxes shall be installed so no forces are transmitted to the valve through the piping or valve boxes.
- F. Flushing: All valves and appurtenances shall be flushed clear of all foreign material after installation.
- G. Calibration: Contractor shall furnish the services of factory authorized service engineer to instruct and check out the calibration of all control valves.
- H. Testing: Field test all valves and appurtenances for proper operation, proper adjustments and settings, freedom from vibration, binding, scrapings, and other defects. Check all valve supports for strength and high quality workmanship. All defects shall be corrected to the satisfaction of the Owner. Hydrostatic and leakage tests shall be in accordance with Section 331113 – Utility Distribution Piping.
 - 1. The Contractor shall arrange for the equipment manufacturer to furnish the services of a qualified field service representative for testing.
 - 2. For each valve, the representative shall inspect the installation and supervise startup, field testing, and initial operation of not less than one day and instruct the Owner in proper operation, maintenance, and repair procedures for not less than one day.

END OF SECTION 331250

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL REQUIREMENTS

1.1. SCOPE OF WORK

1. General: The work to be done hereunder shall include the furnishing of all labor, materials, tools, transportation, supplies, plant, equipment, and appurtenances necessary for the complete and satisfactory construction of water mains, gravity sewer lines, manholes, and force mains as shown on the drawings or in the specifications, as approved by the AMHERST COUNTY SERVICE AUTHORITY (the AUTHORITY), complete and ready for service.

1.2. SEPARATION OF WATER LINES AND SEWERS

1. Parallel Installation: Water lines shall normally be separated from sanitary sewers horizontally by a distance of 10 feet. This distance shall be measured edge to edge. When local conditions prevent a horizontal separation of 10 feet, the bottom of the water line shall be at least eighteen inches above the top of the sewer. Where this vertical separation cannot be obtained, the sanitary sewer shall be constructed of AWWA approved Class 52 ductile iron water pipe, pressure tested in place to 50 psi without leakage prior to backfilling.
2. Crossings: Water lines crossing house, storm, or sanitary sewers shall provide separation of at least 18 inches between the bottom of the water line and the top of the sewer. If this vertical separation is not possible, sanitary sewers shall be constructed and tested per Section 1.2.1.
3. When local conditions require water lines to pass under such sewers, adequate structural support shall be provided for the sewer to prevent excessive deflection. Also, the length of water pipe shall be centered at the point of crossing, and a vertical separation of at least 18 inches shall be provided between the bottom of the sewer and the top of the water line. In this case, sanitary sewers passing over shall be constructed and tested as noted in Section 1.2.1.
4. No water pipe shall pass through or come in contact with any part of a sewer or sewer manhole.

1.3. EXISTING WATER LINES AND APPURTENANCES:

1. No valve, hydrant, or other appurtenance on existing water lines shall be opened or closed for any purpose by the CONTRACTOR. Any opening or closing of valves, hydrants, or other appurtenance shall be by the AUTHORITY or under their direct guidance. The CONTRACTOR shall notify the AMHERST COUNTY SERVICE AUTHORITY at least 48 hours prior to the need to open or close any appurtenance, except in emergencies, at which time the AMHERST COUNTY SERVICE AUTHORITY shall be notified immediately.

1.4. REFERENCES:

1. The work shall comply with most recent standards or tentative standards as published at the date of the contract and as listed in these specifications using the abbreviation shown:

American Society for Testing and Materials ASTM
American Water Works Association AWWA
American Association of State Highways and Transportation Officials..... AASHTO

Virginia Department of Transportation	VDOT
National Sanitation Foundation	NSF
Chain Link Fence Manufacturers Institute	CLFMI
Occupational Safety and Health Administration	OSHA

1.5. WASTE AREAS:

1. Disposal of unsuitable and surplus material will be carried out in accordance with VDOT Road and Bridge Specifications, Section 106.04, except that the CONTRACTOR shall be responsible for obtaining the rights to any waste area for disposal of unsuitable or surplus material either shown or not shown on the plans. All work in disposing of such material shall be considered incidental to the work

1.6. COORDINATION WITH PROPERTY OWNERS:

1. The CONTRACTOR shall notify the owner of property upon which work is to be performed in advance of commencing work thereon. In the event of the necessity of disrupting utility or other services to such property, he shall notify the owner or responsible person in charge of such utility or other services and arrange for the disruption and restoration of such service in a manner which will result in a minimum of inconvenience to parties concerned. The CONTRACTOR shall cooperate fully with the AMHERST COUNTY SERVICE AUTHORITY to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required by the AMHERST COUNTY SERVICE AUTHORITY shall be anticipated by the CONTRACTOR to provide ample time for inspection, investigation, or the preparation of instructions.

1.7. UNDERGROUND UTILITIES:

1. The CONTRACTOR shall contact the appropriate utility companies and have utilities located prior to starting construction (see Appendix B). Locations of existing facilities should be determined by the CONTRACTOR far enough in advance of the construction to provide for modification in design, if required. In Central Virginia underground utilities locating is coordinated through One Number Information Systems, Inc., "Miss Utility", (804) 530-1898.

1.8. CLEARING AND EROSION CONTROL

1. General: The CONTRACTOR shall be responsible for complying with all provisions of the erosion and sediment control plans and notes, including the construction, installation, and maintenance of all mechanical and vegetative erosion and sediment control measures for the duration of the project. If unforeseen erosion and sediment problems arise during the construction, the CONTRACTOR shall implement corrective measures acceptable to the AMHERST COUNTY SERVICE AUTHORITY.
2. Siltation and pollution control requirements shall be in accordance with VDOT Road and Bridge Specifications, Section 107.14(a), (b1), and (b2).
3. Only that portion of the right-of-way or easement actually needed for construction shall be cleared or used by heavy equipment, unless directed by the AMHERST COUNTY SERVICE AUTHORITY. In no case shall clearing or debris from clearing operations be taken past right-of-way or permanent easement lines onto private property. Areas disturbed by construction operations shall be protected from erosion by suitable means outlined in the "Amherst County Erosion Control Ordinance." Equipment and materials shall be stored only in approved areas.

1.9. BLASTING:

1. Blasting shall be done in strict accordance with the most recent edition of the Virginia Statewide Fire Prevention Code (VR 394-01-6). The CONTRACTOR shall adhere to the requirements of Amherst County and shall notify the County prior to any blasting.

1.10. TRENCH PROTECTION:

1. The CONTRACTOR shall furnish and erect such sheathing, bracing, and shoring, and shall furnish necessary signs, barricades, and temporary lighting, as may be pertinent for the protection of this work, employees, the public, and adjacent structures, and to guard against contingencies which might give rise to delays in the work. Sheathing left in place shall be at the CONTRACTOR'S expense. Responsibility for preservation of trench banks and other excavated spaces and the prevention of injury to any persons or property shall rest entirely with the CONTRACTOR. Normally, a maximum of 200 feet of trench will be allowed open at any one time. No trench will remain open overnight unless authorized by the AMHERST COUNTY SERVICE AUTHORITY.

1.11. OSHA REQUIREMENTS:

1. The CONTRACTOR shall be responsible for performing all excavation, pipe installation, and backfilling, in accordance with the 1990 OSHA Excavation Standards 29 CFR Part 1926, Subpart P – Excavations. The CONTRACTOR'S responsibility also extends to providing a "Competent Person", as defined by the OSHA regulation referenced above, on the job site.

1.12. TRAFFIC:

1. All traffic control and directional signs shall be supplied by the CONTRACTOR. See detail drawings for standards of typical traffic control. Placement of excavated material on existing pavement shall be permitted upon approval of a written request to VDOT and provided a stone dust or sand layer is first placed on the pavement. No cleated equipment shall be used on pavements. Road drainage shall not be clogged, and shoulders, ditches, roadside drainage facilities, and pavement affected by the grading operations shall be maintained in a condition satisfactory to VDOT. Traffic shall not be blocked or rerouted without permission of VDOT. Where one way traffic is permitted to be maintained, it shall be flagged 24 hours per day. Traffic shall at all times be properly protected by adequate lights, barricades, and signs, and also flagging personnel when needed.

1.13. INSTALLATION WITHIN VDOT RIGHT-OF-WAY:

1. CONTRACTOR shall install water main within VDOT right-of-way as required by the AMHERST COUNTY SERVICE AUTHORITY and approved by VDOT.

1.14. CLEANUP:

1. Before final acceptance, all borrow pits, waste areas, storage areas, and all grounds occupied by the CONTRACTOR in connection with the work, shall be cleaned of all rubbish, excess materials, and temporary structures, and all parts of the work shall be left in a neat and presentable condition.

1.15. SHOP DRAWINGS:

1. Five copies of shop drawings for materials shall be submitted by the CONTRACTOR to the AMHERST COUNTY SERVICE AUTHORITY for review prior to construction.

1.16. AS-BUILT DRAWINGS:

1. Marked-up as built drawings shall be supplied to the Engineer upon completion of the project. Engineer shall supply three sets of final as-built drawings to AMHERST COUNTY SERVICE AUTHORITY.

1.17. SAFETY:

1. All pertinent safety regulations, including federal and state OSHA standards, shall be followed. In addition, all safety precautions noted on the manufacturer's product data sheets and labels shall be observed for both material and equipment. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

1.18. ACCESS AND MAINTENANCE

1. Unless otherwise approved in writing by AMHERST COUNTY SERVICE AUTHORITY, improvements to existing or new water or sewerage systems that are or will be owned and/or operated by AMHERST COUNTY SERVICE AUTHORITY shall be completed in such a manner as to facilitate post-improvement operation and maintenance by AMHERST COUNTY SERVICE AUTHORITY. Consultants, contractors, developers, and others shall consult and coordinate with AMHERST COUNTY SERVICE AUTHORITY prior to beginning such work to ensure that AMHERST COUNTY SERVICE AUTHORITY requirements are met.

Final grading of trench backfills and other areas to be maintained by AMHERST COUNTY SERVICE AUTHORITY shall be designed and constructed to facilitate future access, mowing, bushhogging, excavation, backfilling, service connections, and other expected maintenance by AMHERST COUNTY SERVICE AUTHORITY. Piping installed within hillsides shall be aligned and installed to minimize surface slopes in any direction to the greatest extent possible. Surface slopes shall not exceed 4 horizontal to 1 vertical (4H:1V). Piping installed in slopes that exceed 4H:1V shall have surface cross-slopes that are benched or terraced within the AMHERST COUNTY SERVICE AUTHORITY utility easement to ensure positive runoff of surface runoff, but not exceed 4H:1V.

Design and construction of roads, access easements, and other installations providing maintenance access to water and sewerage sites and facilities for AMHERST COUNTY SERVICE AUTHORITY shall be coordinated with AMHERST COUNTY SERVICE AUTHORITY to ensure that AMHERST COUNTY SERVICE AUTHORITY requirements are met. Such requirements include, but are not limited to, ease of access, durability, stormwater management, and maintenance of the access.

1.19. ACCESS AND SYSTEM OPERATIONS

1. Unless approved in writing by AMHERST COUNTY SERVICE AUTHORITY, no one other than AMHERST COUNTY SERVICE AUTHORITY operators shall enter or operate water or sewerage sites or equipment. Water and sewerage systems valves, pumps, tanks, plants, manholes, and other equipment shall only be entered or operated by AMHERST COUNTY SERVICE AUTHORITY personnel. Contractors and other unauthorized personnel needing access to or manipulation of water or sewerage systems, sites, or equipment shall contact AMHERST COUNTY SERVICE AUTHORITY a minimum of 24 hours before such access or manipulation is needed, unless otherwise approved in writing by AMHERST COUNTY SERVICE AUTHORITY.

1.20. CONTRACTOR APPROVAL PROCEDURE

1. All projects that will be accepted into the Amherst County Service Authority potable water treatment and distribution and / or wastewater collection and treatment system(s) must be

completed by an experienced utility contractor approved by the Service Authority, as determined by completion and submittal by the contractor, and approval by the Service Authority, of a Contractor Application for Approval (see Appendix G). Developers who wish to directly contract such utility projects must contact the Service Authority Public Utilities Director for a list of currently approved contractors.

TECHNICAL SPECIFICATIONS

SECTION 2

WATER MAIN EXCAVATION, INSTALLATION, AND BACKFILLING

1.1. COVER:

1. All lines 8" and smaller shall have a minimum cover of 36". All 10" – 12" lines shall have a minimum of 48" cover. All 16" lines shall have a minimum of 60" cover. Unless specifically indicated, water lines may not have more than 60" of cover.

1.2 EXCAVATION AND PREPARATION OF TRENCH

1. Width: Width shall be sufficient to allow laying without walking or standing on the pipe and shall not be less than six inches on each side of the pipe's largest diameter. The maximum clear width at the top of the pipe shall not be more than the outside diameter of the pipe plus two feet.
2. Bell holes shall be excavated to accommodate each bell.
3. Rock Excavation: Ledge rock, boulders, and large stones shall be removed to provide a clearance of at least six inches below and on each side of all pipe, valves, and fittings. Before the pipe is laid, the subgrade shall be made by backfilling with approved material and shall be tamped and graded. Commercial stone, if used, shall be VDOT #26 for ductile iron pipe and #10 for PVC pipe.
4. Excavation to Grade: The trench shall be excavated so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground between bell holes. Any part of the bottom of the trench excavated below the specified grade shall be brought back to grade with approved material, thoroughly compacted. The finished subgrade shall be prepared accurately by means of hand tools.
5. Unsuitable Material: Wet or otherwise unsuitable soil at the subgrade shall be removed and replaced with approved sound materials as part of the original contract cost. Excess or unsuitable material shall be legally disposed of by the CONTRACTOR.
6. Topsoil Storage: Topsoil to be used in landscaping shall be stockpiled separately from other backfill material.
7. Trench Protection: The CONTRACTOR shall furnish and erect such sheathing, bracing, and shoring, and shall furnish necessary signs, barricades, and temporary lighting as may be pertinent, for the protection of his work, employees, the public, and adjacent structures. Sheathing left in place shall be at the CONTRACTOR'S expense. Normally a maximum of 200 feet of trench will be allowed open at any one time. No excavation within VDOT right-of-way or elsewhere will be allowed to remain open overnight unless special permission is obtained.
8. Pumping, Bailing, and Ditching: The CONTRACTOR shall remove by appropriate means any water which may accumulate in the trenches or other excavations and shall keep the excavations clear of water while the work is being installed.
9. Road or Driveway Crossings: All VDOT road crossings must be bored unless otherwise shown on the plans. Driveways may be open cut unless otherwise shown on the plans. Paved driveways must be restored in accordance with STANDARD DETAIL NO. TB-5 in

Appendix A. Concrete driveways shall be replaced in accordance with detail TB-6 in Appendix A.

Wherever road pavement is permitted to be cut, not over one-half width shall be disturbed at one time; and on crossings, the first opening shall be completely restored to satisfactory travelable condition before the second half can be opened. Where this is not possible, steel crossing plates must be used to maintain access at all times. Where the pavement is disturbed, or deemed weakened, it, in its entirety, or such portions of it as deemed desirable by VDOT shall be restored or replaced in a manner directed by and to the satisfaction of VDOT.

When pavement must be cut, the cut shall be made in a straight line, parallel to the pipe and six inches wider than the trench, on each side, so that an undisturbed shoulder will be provided under the new work. Sidewalks or curb and gutter disturbed by construction shall be removed and replaced at existing joints. Cutting shall be done neatly so that a uniform, straight joint will result to provide a bond with the original concrete or pavement.

Placement of excavated material on existing pavement shall be avoided if possible. Where allowed by VDOT, material can be placed on paved road surfaces provided a stone dust or sand layer is first placed on the pavement. No cleated equipment shall be used on pavements. Road drainage shall not be clogged, and shoulders, ditches, roadside drainage facilities, and pavement affected by trenching operations shall be maintained in a condition satisfactory to VDOT. Entrances shall be blocked except for short periods as arranged with the property owner, and ingress and egress to adjacent property shall be maintained at all times.

10. Erosion and Siltation Control: Within all easements and right-of-ways, straw barriers, silt fencing, settlement basins, and brush barriers are to be utilized in prevention of erosion and siltation control.

2.3. INSTALLATION OF PIPE, FITTINGS, AND ACCESSORIES

1. Handling: Pipe shall be placed, in the trench in such a manner as to prevent damage to the pipe and protective coatings and linings. Under no circumstances shall pipe be dropped or dumped into the trench.
2. Cleaning: Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. Spigot and bell ends of the pipe and gaskets shall be cleaned and lubricated according to the manufacturer's instructions. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug.
3. Direction of Laying: Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the AMHERST COUNTY SERVICE AUTHORITY. The laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade where feasible.
4. Roadway Crossings Through Casings: When special conditions require use of casings, spiders shall be bolted to the pipe before it is pushed into the casing, to keep it centered and avoid damage during installation. Care shall be taken to insure that the installed pipeline is well secured to prevent movement, as shown in Standard Detail CS-1.
5. Deflection at Joints: Maximum deflection for joints will be as follows:

Maximum Allowable Deflection in Inches

Pipe Size	Ductile Iron (Mechanical) Lengths				Ductile Iron (Push On) Lengths				PVC SDR 14
	12'	16'	18'	20'	12'	16'	18'	20'	20'
4"	21	28	31	34	12	17	19	21	12
6"	18	24	27	30	12	17	19	21	4
8"	13	18	20	22	12	17	19	21	3
10"	13	18	20	22	12	17	19	21	2.5
12"	13	18	20	22	12	17	19	21	2
16"	9	12	13.5	15	7.5	10	11	12	--

6. Setting of Valves, Hydrants, and Fittings: A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or as directed by the AMHERST COUNTY SERVICE AUTHORITY. Valve boxes shall be installed in accordance with Standard Detail VB-1. Hydrants shall be set so that the center of the outlet is 16 to 18 inches above finished grade when connected to the main and shall be tied to the main or anchored to control thrust. At least 0.5 cubic yards of crushed stone or gravel shall be provided under the base to allow drainage from the hydrant drain valve. Hydrants shall not be subject to surface flooding and shall be installed per Standard Detail FH-1. Extra supports are required for fittings, valves, and hydrants when PVC pipe is used. Only valves, valve boxes, and hydrants approved by the AMHERST COUNTY SERVICE AUTHORITY may be used during system construction.

7. Anchorage: Pressure pipe lines shall be protected against joint pulling or thrust damage by suitable anchors, braces, or tie rods installed at direction changes as a result of fittings and all other critical points. Rods and clamps shall be galvanized or otherwise rustproof treated. Reaction backing shall be of the size indicated on the plans and in the Standard Detail Sheets CA-1 and CA-2 and shall bear on solid undisturbed earth. Where Mega Lug, AquaGrip, Lok-Tyton, Super-Lock or a similar joint or mega lug restraining gland is used, bracing and anchorage will not be required. Hydrants shall be anchored according to Standard Details CA-1 and CA-2.

8. Hydrostatic Pressure Testing of Water Mains:
 - a. Testing shall be performed in accordance with this specification and in the presence of the Owner and/or his representative cited in the construction documents. Where this specification cites that work shall be "approved" or "acceptable", it shall be understood that such approval or acceptance shall be by the Owner or his representative.
 - b. All construction, including piping, valves, equipment, thrust restraints, and sufficient backfill to prevent pipe movement, shall be complete, inspected, and approved before testing is performed. Testing shall be performed within 30 days after completion of pipe installation, but at least 7 days after the final concrete thrust anchor has been poured.
 - c. Hydrostatic pressure testing shall be performed against closed fire hydrants, if present; after installation of service taps, if applicable; and with closed air release valves.
 - d. Flushing of water lines shall be performed in such a manner as to prevent erosion control nuisance, interruption of traffic, or damage to downstream properties.
 - e. The section of pipe to be tested shall be isolated from connecting sections in an acceptable manner and slowly filled with potable water. When existing water mains are used as the water source, acceptable backflow prevention measures shall be utilized, which measures shall be removed before testing begins. All air shall be expelled from the pipe before testing is performed. Prevent entrapment of air at high points.
 - f. Test equipment shall be supplied by the constructor, properly calibrated and approved before use, and shall maintain a stable test pressure, ± 5 psi, for the duration of the test. The test pressure shall be 1.5 times the anticipated working pressure of the water main, based on the highest static pressure within the project limits, as determined by the Owner or the Owner's Engineer, but not less than 150 psi, nor higher than 250 psi.

- g. The duration of the test shall be a minimum of two hours. During this time, all pipe, joints, fittings, and equipment shall be observed for apparent leakage.
- h. Leakage shall be defined as observed water loss at any point within the section of pipe being tested, or as the quantity of water that must be supplied to maintain the test pressure, ± 5 psi. Leakage shall not be measured by a drop in pressure over time.
- i. Section Removed.
- j. Allowable leakage using $L = S \cdot D \cdot (P)^{0.5} / 148,000$ where:

L = testing allowance (make up water), gallons per hour

S = Length of pipe tested, feet.

D = Nominal pipe diameter, inches.

P = Hydrostatic test pressure, psi (gauge).

Avg. Test Pressure (psi)	Nominal Pipe Diameter, in.								
	2	4	6	8	10	12	14	16	18
250	0.23	0.43	0.64	0.85	1.07	1.28	1.50	1.71	1.92
225	0.22	0.41	0.61	0.81	1.01	1.22	1.42	1.62	1.82
200	0.20	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72
175	0.19	0.36	0.54	0.72	0.89	1.07	1.25	1.43	1.61
150	0.17	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49

- k. All defective materials and workmanship shall be repaired. In addition, measured leakage that exceeds the limits specified in the tables in Section 2 shall be cause for the constructor to investigate and correct the leaks, in accordance with construction documents.
- l. Upon completion of corrective measures, the pressure test shall be repeated.
- m. This procedure shall be repeated until leakage is within the limits cited above. Acceptance shall be based on allowable leakage.
- n. The cost of all testing and repairs shall be the responsibility of the constructor, as part of the construction project and contract. Additional cost to the Owner for engineering and/or inspection services for re-testing shall be the responsibility of the constructor and shall be deducted from contract proceeds.

9. Disinfecting Water Mains:

- a. Water mains and accessories shall be disinfected in accordance with AWWA C.651. Care shall be taken to minimize entrance of foreign material into pipe, fittings, and valves. Unless the tablet method of disinfection is used, the main shall be flushed prior to disinfection with sufficient flow to produce a velocity of 3.0 fps. Flushing shall take place in areas with adequate drainage. The tablet method of disinfection will be allowed only if the pipes and appurtenances are kept clean and dry during construction. If the Contractor does not take sufficient steps to keep the main clean, the tablet method of disinfection will be disallowed.

Diameter (in.)	GPM @ 2.5 ft/sec
4	98
6	220
8	392
10	612
12	881
16	1567

- b. A chlorine application by an approved method shall be made using water from the existing distribution system or water supply. The initial chlorine concentration in the water to be used shall be a minimum of 50 mg/L free available chlorine. The chlorinated water shall be retained in the main for at least 24 hours, but not more than 72 hours during which time all valves and hydrants in the section treated shall be operated. At the end of this period, the treated water shall contain no less than 25 mg/L free available chlorine throughout, and final flushing shall follow to insure that the chlorine concentration is not higher than that generally prevailing in the system, before being used by any customer. Chlorinated water shall not be discharged to any water course or drainageway until it is diluted or reduced to a level, which will result in no damage to aquatic life. A dechlorination device detail shall be submitted to the AMHERST COUNTY SERVICE AUTHORITY and their Engineer for approval prior to use.
- c. After final flushing and before the water main is placed in service, two consecutive samples shall be collected at 24 hours intervals for each 1,200 feet of line. These samples shall be tested for bacteriologic quality by a laboratory approved by the Virginia Division of Consolidated Laboratories and shall show the absence of coliform organisms in both samples. Samples will be collected by the CONTRACTOR. At its discretion, the AUTHORITY may require that it collect all samples. If the initial disinfection fails to produce satisfactory results, defined as the absence of coliform in both samples, the line shall be flushed and disinfection shall be repeated until satisfactory samples have been obtained. Costs associated with flushing, disinfection and the laboratory testing will be at the CONTRACTOR'S expense.
- d. Method of Application:
 - i. Tablet Method:

The tablet method consists of placing calcium hypochlorite tablets in the water line as it is being installed and filling the line with potable water when installation is completed. Since preliminary flushing is eliminated in this type of chlorine application, it should only be used when scrupulous cleanliness has been exercised.

The following table gives the number of tablets to be used according to the size of the pipe. Tablets shall be placed in each section of pipe and also in hydrants, hydrant branches, and other appurtenances. They shall be attached by a food grade adhesive, such as a 100%-Silicon caulking, except for the tablets placed in hydrants. All the tablets within the main must be placed at the top of the main. Tablets shall be fastened within the spigot end of each pipe joint before it is placed in the trench, their position shall be marked on the section to assure that there will be no rotation. The adhesive is to be placed on the tablet on the broad side next to the surface to which the tablet is attached.

Number of Hypochlorite Tablets of 5-G
Required for Dose of 50 Mg/l *

Diameter of Pipe	No. of Tablets
2	1
4	2
6	2
8	3
10	5
12	6

*Based on 3 3/4 g available chlorine per tablet, and section lengths of 18 feet.

When installation has been completed, the main shall be filled with water at a velocity of less than 1 ft/sec. Care should be taken to eliminate air pockets in the line. The

water shall remain in the pipe for at least 24 hours, 48 hours if the water temperature is less than 45°. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.

2.4 BACTERIOLOGIC TESTS

1. After final flushing, and before the water main is placed in service, a sample or samples shall be collected from the end of the line and tested for bacteriologic quality and shall show the absence of coliform organisms. At least two samples shall be collected at least 24 hours apart, in every 1,200 lf section of water line, and tested by a Virginia Division of Consolidated Laboratories approved laboratory and results submitted to the Authority and Engineer. The Contractor shall be responsible for collecting all bacteriological samples and having the laboratory tests made to determine the presence of total coliform bacteria. At its discretion, the Authority may require that it collect all samples. All costs associated with bacteriologic testing shall be the responsibility of the contractor.
2. Samples for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulphate. If laboratory results indicate the presence of total coliform bacteria, the samples are unsatisfactory and disinfection shall be repeated until the samples are satisfactory. The tablet method shall not be used in repeated disinfections. Cleaning and disinfection will be the responsibility of the Contractor. Water for these operations will be furnished by the Owner, but the Contractor shall be responsible for loading, hauling and discharging of water.
3. If a corporation stop or other sampling means is not available at the required minimum intervals along the water line, the Contractor shall install a sampling tap consisting of a corporation cock installed in the pipe with a copper goose neck assembly at his own expense.
4. Testing and disinfection of the completed sections shall not relieve the Contractor of his responsibility to repair or replace any cracked or defective pipe. All work necessary to secure a tight line shall be done at the Contractor's expense.

2.5 BACKFILLING

1. Materials: All backfill materials shall be free from mud, refuse, construction debris, organic material, boulders, stones over 1 inch, frozen or otherwise unsuitable material. From one foot above the top of the pipe to the original ground elevation, however, material containing stones up to 6 inches in their greatest dimension may be used, unless otherwise specified. The CONTRACTOR may backfill with the excavated material, provided it meets the conditions as stated above.
2. Initial Backfill: All trenches shall be backfilled by hand with approved material in layers not exceeding 4 inches from the bottom of the trench to the centerline of the pipe. Special care shall be taken to backfill under the pipe and to tamp this material into place to provide a firm bed. Material shall be deposited on both sides of the pipe simultaneously and compacted into place by tamping. From the centerline of the pipe to a depth of one foot above the pipe, the trench shall be backfilled in six-inch layers and thoroughly compacted. Mechanical or pneumatic tampers must be used throughout this operation. Compaction equipment must not come in contact with the pipe.
3. Backfilling to Grade: The remainder of backfilling shall be carried up in increments of no greater than 1 foot, except in road rights-of-way where layers shall be no greater than 6 inches thick. Minimum required density shall be the density of the adjacent undisturbed material except under pavement or in road shoulders where backfill shall be compacted to a minimum of 95% density when tested in accordance with AASHTO Specification T-99 (Standard Proctor). Each layer of earth shall be compacted into place by tamping before the next layer is applied. A hydro-hammer shall not be used. All pipelines shall have a minimum

of 18 inches of cover before any rolling equipment is used. Damage to pipelines or other structures resulting from compaction shall be corrected by the CONTRACTOR without expense to the AMHERST COUNTY SERVICE AUTHORITY.

A copper wire (size #10 or larger) shall be installed parallel to, and at the same depth as, all PVC pipe and looped around all valves. In addition, a blue metallic foil backed plastic marking tape imprinted the words "WATER LINE BELOW" (See Appendix B) shall be installed over all PVC pipe. The marking tape shall be buried 18 inches above the top of the pipe.

4. Backfill Testing: The CONTRACTOR shall demonstrate the adequacy of backfill compaction by performing density testing of the completed trench in backfill areas as designated by the AMHERST COUNTY SERVICE AUTHORITY. Backfill in roadway or parking areas such as VDOT rights-of-way or in areas designated by the AMHERST COUNTY SERVICE AUTHORITY shall be compacted to a minimum of 95% Standard Proctor as measured by AASHTO Specification T-99.

Density testing shall be performed at three depths for each test location: surface, mid-depth, and near maximum trench depth. In grass and lawn areas, the testing shall be performed at two depths for each test location: under the topsoil backfill, and near maximum trench depth. The character of the backfill material will be observed during the excavation for density testing to determine conformance with the specifications. Density testing shall be performed using nuclear field density equipment or conventional weight-volume methods. If the weight-volume method is used, volume shall be determined by using the sand replacement test (ASTM D 1556) or liquid displacement methods (ASTM D 2167). If nuclear methods are used, the trench correction effect shall be accounted for by recalibrating the nuclear gage on its calibration block at the location of each test prior to taking the density measurement. The density of the backfill shall be equal to or greater than the density of the undisturbed material in the immediate area adjacent to area under test. The CONTRACTOR shall furnish all equipment, tool, and labor to conduct the testing. Testing shall be performed by an independent testing laboratory qualified to perform such tests. All testing shall be witnessed by the AMHERST COUNTY SERVICE AUTHORITY. The testing shall be repeated until satisfactory results are obtained. The CONTRACTOR shall be charged for all retests at the normal rates for inspection services.

- a. Normal Testing Frequency: At the option of the AMHERST COUNTY SERVICE AUTHORITY, one test shall be performed within the first 500 feet of pipe installed by each crew. This test will be used as an initial evaluation of the compaction methods being used. Beyond the initial 500 feet, one test shall be performed in each 1,000-foot section of pipe installed. The location of each test within the designated section shall be selected by the AMHERST COUNTY SERVICE AUTHORITY. Testing which indicates that unacceptable material has been incorporated into the backfill, or that insufficient compaction is being obtained shall be followed by expanded testing to determine the limits of the unacceptable backfill. Normal testing shall be performed at the CONTRACTOR'S expense.
- b. Expanded Testing Requirements: If normal testing within the first 500-foot section or any 1,000-foot section indicates unacceptable backfill, the AMHERST COUNTY SERVICE AUTHORITY may require additional testing within the 500-foot of any 1,000-foot section to determine the limits of unacceptable backfill. Additional testing required by the AMHERST COUNTY SERVICE AUTHORITY shall not exceed testing of 4 additional locations within the 500-foot or any 1,000-foot section. Unacceptable backfill within the limits established by the testing shall be removed and replaced by the CONTRACTOR at no additional cost to the AMHERST COUNTY SERVICE AUTHORITY. Expanded testing required shall be performed at the CONTRACTOR'S expense. Additional testing beyond that required may be performed by the CONTRACTOR at his expense to further delineate limits of unacceptable backfill.

- c. Additional Testing: Testing beyond the normal frequency or expanded testing required which is requested by the AMHERST COUNTY SERVICE AUTHORITY shall be at the AMHERST COUNTY SERVICE AUTHORITY expense.
5. Finished Surfaces: Uniformly smooth grading of disturbed areas shall be required after backfill and compaction. Road shoulders shall have a minimum depth of six inches of VDOT #25 or #26 crusher run aggregate, thoroughly compacted to a minimum 95% Standard Proctor density as measured by AASHTO Specification T-99. Ditches and gutters shall be finished to drain readily. In grass or lawn areas, the last four inches of slightly compacted fill will consist of topsoil or an approved soil, which will support a turf growth after fertilizing and seeding. Settlement or other damage that occurs prior to acceptance of this work shall be repaired and grades satisfactorily re-established. The CONTRACTOR will be responsible for and shall repair any settlement in the backfill for a period of one year after completion of the work.
6. Backfill Under Pavement: Backfilling of trenches under pavement or proposed pavement shall be in layers of selected earth not more than 6 inches in thickness, and each layer shall be compacted to a minimum of 95% density as compared to density of the same material when tested in accordance with AASHTO Specification T-99. Compaction shall be by mechanical or pneumatic vibratory tampers or by hand and in accordance with instructions in Section 2.4.2 – 2.4.3 as modified herein. The top course of backfill directly under pavement shall consist of aggregate base material meeting the requirements of VDOT #21 or #21A stone. The depth of this course shall be at least 1 ½ times greater than the existing base course, but in no case shall be less than 6 inches. This material shall be thoroughly and uniformly tamped with pneumatic tampers or other approved methods. Moisture content shall be within 20% of optimum. The CONTRACTOR will be responsible for and shall repair any settlement in the backfill or pavement for a period of one year after completion of the work.
7. Restoration of Pavement, Structures, and Other Property: The CONTRACTOR shall restore all sidewalks, curbing, gutter, shrubbery, fences, poles, culverts, or other property and surface structures remove or disturbed as a part of the work to a condition equal to or better than that before the work began.

Within the public right-of-way, the CONTRACTOR shall give the property owner two weeks written notice to remove shrubbery, trees, or other property, with the exception of fences, which will be affected by the construction. If such property has not been moved after sufficient notification, the CONTRACTOR may remove or take other measures as needed to proceed with the work. Fences shall be removed and replaced by the CONTRACTOR. Property located within easements shall be considered the same as that within the public right-of-way unless shown otherwise on the plans or specific instructions concerning such property are transmitted to the CONTRACTOR in writing. The CONTRACTOR may negotiate with a property owner to restore property to a condition other than that before the work began. Any agreements with property owners should be written and shall be made available to the AMHERST COUNTY SERVICE AUTHORITY upon request.

Pavement shall be repaired with a bituminous concrete, VDOT Type SM-2B or SM-2C at least 1 ½ times the thickness of existing surface material but in no case less than 2 inches. On VDOT roads, after placement of the bituminous concrete patch, a pavement seal shall be applied a minimum of 5 feet on each side of the crossing. In cases of pavement cuts parallel to the road centerline, the entire width of road shall have a pavement seal applied after initial patching. Where required, pavement seal shall be performed in accordance with VDOT Specification 315. The following rates shall be required:

CRS-2	Bituminous Material	0.30 Gal/S.Y.
#78	Cover Stone	25 lbs./S.Y.

2.6. CLEANUP

1. The CONTRACTOR shall at all times keep the job clean to the satisfaction of the AMHERST COUNTY SERVICE AUTHORITY. In all cases, he shall "broom" the surfaces of paved streets immediately following backfilling. All surplus materials shall be removed and disposed of from the site of the work unless directed otherwise by the AMHERST COUNTY SERVICE AUTHORITY. Where material is placed on pavement, a layer of stone dust or sand shall be applied first to facilitate cleanup.

2.7. SERVICE CONNECTIONS

1. All service taps shall be made under pressure with the proper tapping machine for the pipe being tapped. Water main shall be pressure tested and disinfected after tapping for service connections.

2.8. SERVICE METERS

1. The 5/8" and 1-inch service meters shall be installed per Standard Details M-3 and M-4 in Appendix A.

2.9. LARGE SERVICE METER

1. The 2-inch service meters and larger shall be installed per Standard Details M-1 and M-2 in Appendix A.

2.10. IRRIGATION SYSTEM METER/BACKFLOW PREVENTER

1. Irrigation meters and reduced pressure zone (RPZ) backflow preventers shall be installed per Standard Detail BP-3 in Appendix A.

2.11. SEEDING

1. General: The seeding, fertilizing, and mulching of all lawn and grass areas disturbed shall be in accordance with these specifications and Section 604, Seeding, of the current edition of the VDOT Road and Bridge Specifications.
2. Lime: Unless otherwise noted, agricultural ground or pulverized limestone shall be applied at the rate of 2 tons per acre.
3. Fertilizer: Areas to be seeded shall be fertilized with a 5-10-5 fertilizer at the rate of 3,000 pounds per acre. The fertilizer shall be worked into the soil by harrow or rake at least 48 hours prior to seeding.
4. Seed Mixture: All seeds shall comply with applicable State and Federal Seed Laws. Seeds shall conform to Section 257.03 of the VDOT Road and Bridge Specifications and shall be compatible with the surrounding land use. The seed mixture shall be as follows:

Grass Type	A	B	C	D
KY-31 Fescue		83	88	
Red Top	2	2	2	2
KY Blue Grass	60			58
Creeping Red Fescue	38			30
Weeping Lovegrass		5		
Foxtail (of Common) Millet		10		
Abruzzi (or Balbo) Rye			10	10
POUNDS PER ACRE	100	100	100	100

5. Schedule of Application: The noted mixture shall be used according to the following calendar periods:

A – February 1 to May 15
B – May 16 to August 15
C – August 16 to October 15
D – October 16 to January 31
6. Mulch: After adequate rolling to compact the seed area, straw or hay mulch shall be applied at the rate of 2 tons per acre. Three tons per acre shall be applied between October 16 and January 31. Mulch shall be anchored to the seeded surface by spraying with asphalt, disking, netting, or by other methods approved by the AMHERST COUNTY SERVICE AUTHORITY.
7. Existing Lawns/Pasture Land: Where existing lawns or pastureland are disturbed, seeding shall match the original grass. Care shall be taken to avoid over-compaction in these areas.
8. Alternative Methods: Alternative methods incorporating fertilizing, seeding, and mulching in a single operation, such as “hydroseeding,” may be used upon prior approval of the AMHERST COUNTY SERVICE AUTHORITY.

TECHNICAL SPECIFICATIONS

SECTION 3

WATER MAIN MATERIALS

3.1. PIPE

1. **General:** At the CONTRACTOR'S option, water main pipe shall be one of the following materials. Water main pipe installed beneath paved streets shall be ductile iron pipe. Water main pipe installed through casing pipe shall be locked gaskets or restrained joints such as "Mega-Lug", "AquaGrip" or "Lock Tyton".
2. **Ductile Iron Pipe:** **All water main piping greater than 8" diameter shall be ductile iron. All water main construction with working pressures 135 psi or higher, anywhere in the line, at any time of day, shall be ductile iron.** Ductile iron pipe shall be centrifugally cast in accordance with AWWA C151. Unless noted otherwise, pipe sizes 16 inches and smaller shall be Thickness Class 50; greater than 16 inches shall be the minimum thickness class available in that size, unless otherwise required by the Authority. Ductile iron pipe used in areas with working pressures less than 170 psi shall be Thickness Class 50; in areas with working pressures exceeding 170 psi, Thickness Class 52 shall be used. Pipe shall be nominal 18-foot or 20-foot lengths. Joints shall be push-on, complying with AWWA C.111.
3. **PVC Pipe:** PVC (SDR 14) C900 pipe shall be Class 200 polyvinyl chloride plastic furnished in 20-foot nominal lengths. Such pipe shall have a 4 to 1 sustained pressure safety factor at its recommended maximum working pressure. This pipe shall conform to AWWA Specification C900 for PVC pressure pipe. Joints shall be the push-on type, such as "Ring Tite" or equal, with rubber rings conforming to ASTM D3139 and ASTM F477. PVC pipe with 6" and 8" diameters shall conform to the following criteria.
 - a. Where working pressures range from 90 – 135 psi at any time and at any location in the line, Class 200 SDR14 C900 pipe shall be used.
 - b. Class 150 SDR18 PVC C900 pipe may be substituted for Class 200 where static pressures for the entire length of constructed water main will not exceed 90 psi, as demonstrated to the satisfaction of the Authority, and written approval is obtained from the Authority prior to application of this section of the specifications.
 - c. 2" SDR 17 PVC pipe may be used on cul-de-sacs for a maximum of 300 feet, when no more that six units are being served and where line pressures are not in excess of 135 psi. Each instance shall be submitted to and reviewed and approved in writing by AMHERST COUNTY SERVICE AUTHORITY before construction begins.

3.2 JOINT CONSTRUCTION

1. All joint assembly shall be in accordance with the manufacturer's directions. Restrained joints, such as "Mega-Lug", "AquaGrip" or "Lock Tyton" may be used for ductile iron pipe upon approval by the AMHERST COUNTY SERVICE AUTHORITY. Where such joints are used, concrete anchorage shown on the drawings will not be required.

3.3 FITTINGS

1. All fittings for pipe shall be mechanical joint, ductile iron or cast iron, in compliance with AWWA C.110 or C.153. When connecting any PVC pipe to a cast iron bell fitting, the pipe end shall be prepared for installation in accordance with the manufacturer's directions.

3.4 PROTECTIVE COATING

1. Ductile iron pipe and fittings shall be cement lined and sealed in accordance with AWWA C.104. Underground metal pipe, fittings, and accessories, and metal piping in casings shall also have an exterior coat of a bituminous material.

3.5 LUBRICANT

1. Lubricant for joints shall be that supplied by the manufacturer of the pipe being used. If PVC pipe is used, the lubricant for PVC pipe shall be used at joints with valves, fittings, hydrants, or other pipe materials. With PVC pipe, no lubricant harmful to polyvinyl chloride plastic shall be used.

3.6 GATE VALVES

1. Valves shall be either cast iron or ductile iron body, resilient seated with reinforced rubber seat ring or permanently bonded disc, and machined seating surface, brass or bronze non-rising stems, and complying with AWWA C.509. Body shall be self centering or shall have guides for alignment of wedge disc and have internal epoxy coating approved for potable water. Working pressure shall be at least 250 psi and hydrostatically tested to 500 psi for valves 12 inches in diameter and smaller. Valves shall have O-ring seals and open left (counterclockwise) with a 2-inch square wrench nut. Valve ends shall be of mechanical joint type with all bolts, glands, and rubber gaskets furnished in the price of the valve. Valves shall be Mueller A-2360-20, or equal approved by the AMHERST COUNTY SERVICE AUTHORITY, when used in water mains. Valves larger than 12" and valves used in valve vaults shall be Mueller R-2360-20 OS&Y, or equal approved by the AMHERST COUNTY SERVICE AUTHORITY.

3.7 VALVE BOXES

1. Adjustable cast iron valve boxes of suitable diameter, length, and design shall be furnished and installed for all buried valves. Boxes shall be Tyler No. 562-A, or Bingham and Taylor No. 5562-S telescoping valve boxes of suitable length for the pipe bury depth.

3.8 CONCRETE

1. Miscellaneous concrete shall be Type A-3 conforming to VDOT Specifications.

3.9 TIE RODS

1. ¾-inch thread steel rods for hydrant clamping shall be galvanized or otherwise rustproof treated. Compatible washers and nuts shall be similarly rustproof treated. Tie bolts shall be A36 steel.

3.10 STONE

1. Stone for repair of gravel road shoulder shall be VDOT #25 or #26.

3.11 SERVICE CONNECTIONS

1. Service Lines: Service lines shall be as indicated on the drawings and be of the material as specified below:
 - a. Copper: Type "K" seamless, soft copper tubing shall have the ability to be flared and be in conformance with ASTM Specification B-88.
 - b. All service connections shall be made in accordance with the Uniform Statewide Building Code, and details M-1, M-2 and M-3.

2. Corporation Stops: Corporation stops shall be $\frac{3}{4}$ inch unless otherwise indicated. Inlet threads for corporation stops shall conform to AWWA C.800. Outlets shall be flared connections similar to Ford FB600. Tapping saddles are required for all PVC pipe. Pipe dope or any other materials that contain solvents or compounds which may be harmful to PVC pipe shall not be used in conjunction with PVC pipe.
3. Tapping Saddles: Saddles shall be made of a malleable material and have a single broad stainless steel strap secured by four (4) bolts. Rubber gaskets shall be required for all pipe sizes and classes. Lead gaskets will not be allowed. Saddles shall provide full support around the circumference of the pipe. Saddles shall not have lugs that will dig into the pipe when the saddle is tightened. The U-bolt type of strap will not be allowed. Saddles shall be as the Ford FS202 for cast iron diameters, or approved equal.

3.12 STANDARD SERVICE METERS, METER SETTERS, METER BOX, METER BOX COVER

1. Service Meters: Service meters larger than 1 inch shall be determined by the AMHERST COUNTY SERVICE AUTHORITY. Residential meters shall be bronze frost-proof 5/8" positive displacement meters unless otherwise shown conforming to AWWA Standard C700. The meter shall have internal strainer and hermetically sealed non-fogging standard registers operated by magnetic drive totaling flow in cubic feet. The main case shall be bronze with a cast iron freeze bottom. Meters shall be Sensus SR units, or other approved by AMHERST COUNTY SERVICE AUTHORITY.
2. Meter Setters: Setters for typical domestic meter settings (5/8") shall be Ford VBHH71-9 with flare copper inlet and double purpose nut outlet and padlock wings. One (1) inch setters shall be Ford VBHH74-10.
3. Meter Box & Cover: All meter boxes for $\frac{3}{4}$ " and 1" services shall be concrete with cast iron lids and frames conforming to Standard Detail Sheet M-3.

3.13 LARGE SERVICE METERS

1. General: The 2-inch positive displacement water meters shall consist of magnetic drive, hermetically sealed standard registers that records the totaled flow in cubic feet. The meter shall have a maximum working pressure of 150 psi. Two inch meter shall be Invensys SR meters with flanged ends. For multi-family connections, a Invensys compound meter is required. Meters shall be mounted in a Ford VBHH77-12B x 21 $\frac{1}{2}$ custom setter.
2. Meter Vault: Vaults shall conform to detail M-1, M-2, FP-1, FP-2 or FP-3, as determined appropriate by the AMHERST COUNTY SERVICE AUTHORITY.

3.14 AIR RELEASE VALVES

1. Automatic Valves: Air release valves shall automatically function to release to the atmosphere small amounts of entrained air, which may accumulate in the pipeline. Once the accumulated air is exhausted, valves shall seat tightly to prevent water leakage. Air release valves shall be $\frac{3}{4}$ " for pipe sizes 8" and smaller; valves shall be 1" for pipe sizes larger than 8". Such valves shall have a working pressure of not less than 150 psi and shall be the size shown on the plans. Valves shall be installed in a vault according to the Standard Detail AR-1. Air release valves shall be as manufactured by Armstrong, or approved equal.

3.15 CASING PIPE

1. Steel casing pipe shall conform to the Materials Standards of ASTM Designation A-139, Grade B, or approved equal. Only new prime pipe will be permitted. Wall thickness will be as shown on the plans. The pipe shall have an exterior coat of bituminous material.

3.16 HYDRANTS

1. General: Fire hydrants shall be traffic type with safety flange protection conforming to AWWA C.502 and shall have not less than 6-inch diameter barrel, 5 ¼-inch minimum hydrant valve and a measured loss of not more than 2.5 psi through the hydrant at 600 gpm. Hydrants shall have a 6 inch mechanical joint connection to the water main, two 2 ½-inch hose outlets, and one 4 ½-inch pumper outlet and nozzle threading shall be National Standard. Hydrants shall be so designed that if broken off, the hydrant valve will remain closed. Direction of opening shall be left (counterclockwise) with 1 ½-inch pentagon-shaped operating nut. Such hydrants shall have a working pressure of not less than 250 psi. Hydrants shall be Mueller A-423, or approved equal.
2. Line Stubs: All line stubs to fire hydrants shall be Class 52 D.I. pipe from tee to hydrant. Pipe shall be in accordance with Section 3.1.3 of this specification.

- 3.17 BLOWOFFS: Blowoffs shall be field assembled in accordance with Standard Detail BO-1, BO-2, as shown on the plans or shall be provided in the form of a box hydrant.

- 3.18 DETECTOR DOUBLE GATE-DOUBLE CHECK VALVE ASSEMBLY FOR FIRE SERVICE: Detector or fire service valve assemblies shall be designated backflow preventers consisting of a mainline double gate double check valve and a positive displacement bypass meter. The meter shall have magnetic drive, hermetically sealed, standard registers that record flow in units of cubic feet. This valve assembly shall have standard flanges and a working pressure of not less than 175 psi. Bypass metering for the valve shall be right-hand, furnished with piping, check valve, gate valve, and an appropriately sized Invensys SR meter registering in cubic feet. The meter assembly shall be Hersey Model DDC II, or approved equal, of the size specified on the plan. Details FP-1, FP-2 and FP-3.

3.19 BACKFLOW PREVENTION

1. Double Gate, Double Check Valve Assembly: Assembly shall be a designated backflow preventer, double gate-double check valve type, with two spring loaded independently operating check valves mounted in series. Test clocks shall be provided to allow testing of each valve without removal of the assembly from the line. The assembly shall be manufactured of corrosion resistant materials, with bronze and stainless steel working parts. The check valves shall be designed to open under normal flow conditions at a pressure differential not less than 1 psi at each check valve. The check valves will be designed to close when the downstream pressure is greater than the supply pressure. Unless otherwise noted, gate valves will be supplied independently and installed external to the check valve installation as noted on the plans and on Standard Detail BP-1 and BP-2. Units shall be Hersey No. 2, Watts 709, Mueller H-9505, or approved equal.
 - a. Manhole Chamber: Enclosure for double check valve shall be VDOT approved reinforced, precast manhole with flat top and cast iron frame and cover as noted on Standard Detail BP-1 or BP-2. Pipe connections shall be by approved watertight gaskets similar to Interpace or equal. Internal piping shall be ductile iron, Class 52, cement lined with standard 125 pound flanges. Manhole shall be assembled using butyl rubber seals to make joints watertight. Steps shall be provided per VDOT standard with 16 inch spacing maximum. If an underground chamber is used for a double check valve assembly, a floor drain system must drain by gravity.
2. Reduced Pressure Zone (RPZ) Backflow Preventor: The RPZ assembly shall consist of two independent check valves, relief port, test ports, and an in-line strainer. The body shall be bronze and supplied with ball type shut off valves. RPZs shall meet ASSE 1013 and be USC approved. Manufactures include Ames Fire & Waterworks, Febco, Watts, and Zurn.

- a. Enclosure: All RPZ assemblies shall be installed in an approved heated enclosure. The housing shall provide at least 12 inches of clearance to allow for maintenance and testing of the horizontally installed RPZ. Manufacturers include G&C Enclosures and Hot-Box.
- b. Separate Service Connection: All new construction shall have an approved RPZ installed on each service line connection (residential, commercial, fire sprinkler service, irrigation)

3.20 DRAIN LINES

1. Drain lines for meter and check valve shall be 4 inch Schedule 40 PVC with solvent weld joints and fittings and drain to gravity with screened outlets.

3.21 TAPPING SLEEVES

1. Tapping sleeves for connecting to existing water mains shall be full circle stainless sleeves equal to Ford Model FAST.

3.22 BALL VALVES

1. Ball valves for 2" and smaller lines shall be equal to Ford. Unless noted otherwise, valves shall have female iron pipe threads.