

# Project Manual

## *Amber Ridge Phase I Improvements*

Valley Center, Kansas

SEH No. HORCA 185490

September 7, 2025



Building a Better World  
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Engineers | Architects | Planners | Scientists

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**CERTIFICATION**

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Kansas.



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Jake Vasa, PE

Date: September 7, 2025 License. No. 23227

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PROJECT DIRECTORY

**Project Name:** Amber Ridge Phase I Improvements

**Location:** Valley Center, Kansas

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**Owner**

Name: City of Valley Center  
Address: 121 S. Meridian Avenue  
Valley Center, KS 67147  
Contact: Brent Clark  
Phone: 316.755.7310  
E-mail: [bclark@valleycenterks.org](mailto:bclark@valleycenterks.org)

**Engineer**

Name: Short Elliott Hendrickson Inc.  
Address: 15750 West Dodge Road, Suite 304  
Omaha, NE 68164  
Contact: Jake Vasa, PE  
Phone: 402.480.4096  
E-mail: [jvasa@sehinc.com](mailto:jvasa@sehinc.com)

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**SPECIAL PROVISIONS**

**REFERENCE STANDARDS AND DETAILS**

The City of Valley City Standard Specifications for Paving, Drainage, Waterline, and Sanitary Sewer Improvements and Standard Details as approved April 19, 2021, under KDHE Project No. PW007291 shall govern.

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ADVERTISEMENT FOR BIDS

**AMBER RIDGE PHASE I IMPROVEMENTS**  
**Valley Center, Kansas**  
**SEH No. HORCA 185490**

Notice is hereby given that Sealed Bids will be received by the City of Valley Center, Kansas until 1:00 p.m., Thursday, September 25, 2025, at the Valley Center City Hall, 121 South Meridian, Valley Center, KS 67147, at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of Amber Ridge Phase I Improvements.

The Project includes approximately 9,250 SY of Pavement, 3,000 LF of Water Main, 3,000 LF of Sanitary Main 1500 LF of Storm Sewer, and erosion control located at the intersection of Stoneridge Street & 5<sup>th</sup> Street, in Valley Center, Kansas.

The Bidding Documents MUST BE obtained electronically from SEH, Samantha Ghareeb, Project Manager, 402.830.5855, [sghareeb@sehinc.com](mailto:sghareeb@sehinc.com). Failing to request the plans properly may result in improper bidding.

Paper Bids shall be on the form provided for that purpose and according to the Bidding Requirements prepared by SEH dated September 7, 2025.

**At this time, the City of Valley Center will not be accepting a bid where the primary or subcontractor is Conspec d/b/a Kansas Paving.**

Emailed bids will be accepted. Please email to: [sghareeb@sehinc.com](mailto:sghareeb@sehinc.com) and [KCarrithers@valleycenterks.org](mailto:KCarrithers@valleycenterks.org).

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

Bids shall be securely sealed and endorsed upon the outside wrapper, "BID FOR AMBER RIDGE PHASE I IMPROVEMENTS, VALLEY CENTER, KS"

The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the Owner.

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**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 – DEFINED TERMS**

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

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

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Authorized sets of the Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.

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

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

**ARTICLE 3 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

3.01 *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.

3.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

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

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

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

B. Underground Facilities

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

C. Adequacy of Data:

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

3.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a 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.
- B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavations and utility locates.

3.04 *Owner's Safety Program*

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

3.05 *Other Work at the Site*

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

**ARTICLE 4 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding documents, including Addenda;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## **ARTICLE 5 – PRE-BID CONFERENCE**

5.01 A pre-Bid conference will not be held for this project.

## **ARTICLE 6 – INTERPRETATIONS AND ADDENDA**

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

6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

## **ARTICLE 7 – BID SECURITY**

7.01 A bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

7.03 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

## **ARTICLE 8 – CONTRACT TIMES**

8.01 The number of days within which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 9 – LIQUIDATED DAMAGES**

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

## **ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

## **ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

11.01 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed.

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

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

## **ARTICLE 12 – PREPARATION OF BID**

12.01 The Bid Form and attachments are included with the Bidding Documents. Photocopies of these documents should be made for the purpose of submitting the Bid.

12.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.

- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names shall be typed or printed in ink below the signatures.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 13 – BASIS OF BID; EVALUATION OF BIDS**

#### **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 Bid Form is included with the Bidding Documents. A photocopy of the Bid Form is to be completed and submitted with all the attachments as required in the Bid Form.
- 14.02 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.
- 14.03 Submission of Bid Forms by electronic transmission (e-mail) are acceptable.

### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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 14.01 and submit a new Bid prior to the date and time for the opening of Bids.

## **ARTICLE 16 – OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the Advertisement for Bids 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 – AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

18.02 If the Owner awards the Contract for the Work, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

18.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

### **18.04 *Evaluation of Bids***

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For determination of the apparent low Bidder when unit price bid are submitted, Bids will be compared on the basis of the total of the products of the estimate quantity of each item and unit price Bid for that item, together with any lump sum items.

18.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents.

18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

## **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 and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 20 – SIGNING OF AGREEMENT**

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

executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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GEOTECHNICAL DATA

**PART 1 GENERAL**

**1.01 FOUNDATION BORING NOTES**

- A. Data shown on boring logs is for the Bidders' information. Bidder should be cognizant that materials between borings can vary from that shown on logs. Final and complete identification of all materials between borings can be verified only by Site excavation. Bidder shall assume full responsibility for excavating all materials encountered during construction regardless of density or groundwater condition.
- B. The boring logs are an exact copy of the originals made by photo process reproduction. This information was obtained for design purposes and is made available to Bidders so they may have the same information the designers used. This information is not intended as a substitute for Bidder's personal investigations, interpretations, or judgment. Bidder may make his own soils investigation, but he must first obtain Engineer's approval. Failure of Bidder to conduct his own investigation or to analyze available data shall not relieve Bidder of any responsibility in excavating difficult materials.
- C. Water levels indicated on the boring logs are subject to seasonal and/or annual variations.
- D. The original investigation report is attached to this section.

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# Geotechnical Engineering Report

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**Valley Center Regional Detention Basin Development  
Valley Center, Kansas**

November 18, 2021  
Terracon Project No. 01215074

**Prepared for:**

Short Elliott Hendrickson Inc  
Omaha, NE

**Prepared by:**

Terracon Consultants, Inc.  
Wichita, Kansas

November 18, 2021

Short Elliott Hendrickson Inc  
4611 S 96th St., Ste. 222  
Omaha, NE 68127-1243



Attn: Mr. Jake Vasa- Sr. Engineer II, Office Manager  
P: (402) 480-4096  
E: jvasa@sehinc.com

Re: Geotechnical Engineering Report  
Valley Center Regional Detention Basin Development  
N Seneca & W 85th St N  
Valley Center, Kansas  
Terracon Project No. 01215074

Dear Mr. Vasa:

We have completed a Geotechnical Engineering evaluation for the above referenced project. This study was performed in general accordance with our proposals dated April 2 and 9, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations and floor slabs for the proposed project.

We appreciate the opportunity to be of service to you on this project, and we are prepared to provide the construction observation and materials testing services recommended in this report (please contact the CMT manager in our office, Mr. Kurt Heimerman, [kurt.heimerman@terracon.com](mailto:kurt.heimerman@terracon.com)). If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,  
**Terracon Consultants, Inc.**

John K. Heinz, P.E.  
Senior Project Manager

George A. Tannoury, Ph.D., P.E.  
Senior Principal/Office Manager

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**Note:** This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at [client.terracon.com](http://client.terracon.com).

## ATTACHMENTS

<b>EXPLORATION AND TESTING PROCEDURES</b>
<b>SITE LOCATION AND EXPLORATION PLANS</b>
<b>EXPLORATION RESULTS</b>
<b>SUPPORTING INFORMATION</b>

**Note:** Refer to each individual Attachment for a listing of contents.

# Geotechnical Engineering Report

## Valley Center Regional Detention Basin Development

### N Seneca & W 85th St N

### Valley Center, Kansas

#### Terracon Project No. 01215074

#### November 18, 2021

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed detention basin development to be located southwest of the N Seneca & W 85th St N intersection in Valley Center, Kansas. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Site preparation and earthwork
- Preliminary foundation design and construction
- Floor slab design and construction
- Pavement subgrade preparation

The geotechnical engineering Scope of Services for this project included the advancement of eleven test borings to depths of 15 to 20 feet below existing site grades.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs and/or as separate graphs in the **Exploration Results** section.

## SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration.

Item	Description
Parcel Information	The project is a 142-acre development located southwest of the N Seneca & W 85th St N intersection in Valley Center, Kansas. The southern approximately 52 acres will act as a detention basin.
Existing Improvements	A drainage way between two levees traverses the southern approximately 52 acres of the proposed development in an approximately east west direction.
Current Ground Cover	Corn stubble or grass on levees

Item	Description
Existing Topography	Relatively level except the northeast portion of the site slopes slightly upward

## PROJECT DESCRIPTION

Our understanding of the project conditions is as follows:

Item	Description
Information Provided	Information provided via emails and phone calls with Mr. Jake Vasa with Short Elliott Hendrickson Inc.
Mass Grading	The detention basin area (borings B-1 to B-3, B-10, and B-11) will require up to approximately five feet of cut with the cut material used as fill for the remaining 90 acres (borings B-4 to B-9). The existing levees will be removed and used as fill in the development area north of the proposed detention basin. Two to three feet of fill will typically be required to develop design grade in the 90 acres north of the detention basin.
Maximum Building Loads (estimated by Terracon)	<ul style="list-style-type: none"><li>■ Columns: 50 kips</li><li>■ Walls: 3 kips per linear foot (klf)</li><li>■ Slabs: 150 pounds per square foot (psf)</li></ul>
Below-Grade Structures	Not anticipated for buildings
Free-Standing Retaining Walls	Not anticipated
Pavements	Not part of this work scope

## GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Fill	Lean to Fat Clay, Sandy Lean Clay
2	Lean to Fat Clay, Fat Clay, Sandy Fat Clay	Very soft to stiff, with sand in some areas
3	Silty to Lean Clay, Lean Clay, Sandy Lean Clay	Soft to very stiff, with sand in some areas
4	Sand, Clayey Sand	Fine to coarse grained, loose to very loose, with clay in some areas

## GEOTECHNICAL OVERVIEW

Based on the information obtained from our subsurface exploration, it is our opinion that the site can be developed for the proposed project. The **Earthwork** section addresses site preparation and compaction. The **Foundations** section addresses support of the building on footings on engineered fill or native clays. The **Floor Slabs** section addresses slab-on-grade support of buildings, including the recommended thickness of Low Volume Change (LVC) material. The **Pavement Subgrade Preparation** section addresses site preparation, compaction, and modification options. The **General Comments** section provides an understanding of the report limitations.

Existing fill materials were found to a depth of about 5½ feet at our boring locations performed at the top of the levee (borings B-1 to B-3) in the detention basin portion of the site. Most of the fill observed in our borings appears suitable for re-use as new controlled fill below the recommended Low Volume Change (LVC) zone, provided it is properly moisture conditioned and compacted. However, the fill could contain unobserved materials that would render it unsuitable for re-use as new controlled fill. We encourage the owner to secure a base bid for removing and replacing a specified quantity of the existing fill. The owner should also secure unit rates for adding or deducting quantities from the base bid that include costs for exporting unsuitable materials and importing approved replacement materials, if required.

Highly expansive soils are present over portions of this site. This report provides recommendations to help mitigate the effects of soil shrinkage and expansion. However, even if these procedures are followed, some movement and cracking in the structures should be anticipated. The severity of cracking and other damage such as uneven floor slabs will probably increase if any modification of the site results in excessive wetting or drying of the expansive soils. Eliminating the risk of movement and distress may not be feasible, but it may be possible to further reduce the risk of movement if significantly more expensive measures are used during construction. Some of these options could include increasing the thickness of the recommended low volume change zone and/or constructing a structural slab. We would be pleased to discuss other construction alternatives with you upon request.

The owner or contractor could consider a contingency budget to provide for additional earthwork items such as moisture conditioning dry subgrade soils, repairing soft subgrade soils, and removing unsuitable weak soils and existing fill.

## EARTHWORK

Earthwork is anticipated to include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations, floor slabs, and pavements.

### Site Preparation

We recommend removing any vegetation/root mat and topsoil from within and at least 5 feet beyond the building areas presently proposed for construction. After completing these operations and any cuts needed to allow for the moisture conditioned zone below floor slabs (if needed), we recommend the exposed subgrade be thoroughly proofrolled (under the observation of Terracon personnel) with a loaded tandem-axle dump truck or other heavy, rubber-tired construction equipment weighing at least 25 tons, to locate any zones that are soft or unstable. The subgrade in the building area where excessive rutting or pumping occurs during proofrolling should be removed and replaced or aerated/reworked and recompacted in place to our recommendations for engineered fill (see below for details) prior to placement of areal fill.

After completing these operations, we recommend the upper 6 inches of the exposed subgrade to be scarified and recompacted following the **Fill Compaction Requirements** of the **Earthwork** section of this report.

### Fill Material Types

Engineered fill should meet the following material property requirements:

Soil Type <sup>1</sup>	USCS Classification	Acceptable Parameters (for Structural Fill)
Lean Clay <sup>2</sup>	CL <sup>3</sup> (LL<46 & PI>15)	> 18 inches below building finished subgrade
Lean to Fat Clay <sup>2</sup>	CL/CH <sup>3</sup> (46≤LL<50)	> 18 inches below building finished subgrade
Fat Clay <sup>2</sup>	CH (LL≥50)	> 18 inches below building finished subgrade
Well-graded granular and silty gravel	GM-GW GM <sup>4</sup>	All locations and elevations

Soil Type <sup>1</sup>	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Volume Change Material (LVC) <sup>5</sup>	CL or GM-GW, GM <sup>4</sup> and (LL<40 & 5≤PI<15)	All locations and elevations
On-Site Soils	Varies	The on-site soils, free of organic matter and debris, typically appear suitable for reuse as engineered fill. However, the near surface do not typically meet the low volume change zone criteria and these soils should not be utilized within 18 inches of finished subgrade beneath the proposed buildings.

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.

2. Delineation of fat clays and lean clays should be performed in the field by a qualified geotechnical engineer or their representative and could require additional laboratory testing.

3. By our definition, cohesive soils with a liquid limit of 46 to 49 are classified as lean to fat clay (with the borderline symbol CL/CH) to alert of the expansive potential of clay soils with liquid limits close to 50 (see ASTM D2487-11, Section 1.1, Note 1).

4. Similar to KDOT AB-3 crushed limestone aggregate, limestone screenings, or granular material such as sand, gravel or crushed stone containing at least 15% low plasticity fines (-#200).

5. Low volume change cohesive soil or granular soil having at least 15% low plasticity fines (-#200).

## Fill Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill
Lift Thickness	9-inches or less in loose thickness when heavy, self-propelled compaction equipment is used or 4 to 6 inches in loose thickness when hand-guided equipment (jumping jack or plate compactor) is used
Compaction Requirements <sup>1</sup>	At least 95%, but not more than 100%, of the material's maximum standard Proctor dry density (ASTM D698).
Moisture Content Cohesive Soils with PI greater than 35	At least 3 percentage points above the optimum moisture content value as determined by the standard Proctor test at the time of placement and compaction
Moisture Content Cohesive Soils with PI of 25 to 34	At least 2 percentage points above the optimum moisture content value as determined by the standard Proctor test at the time of placement and compaction
Moisture Content Cohesive Soils with PI of 18 to 24	Above the optimum moisture content value as determined by the standard Proctor test at the time of placement and compaction

Item	Structural Fill
<b>Moisture Content Cohesive Soils with PI less than 18</b>	No drier than 2 percentage points below the optimum moisture content value as determined by the standard Proctor test at the time of placement and compaction
<b>Moisture Content Granular Material <sup>2</sup></b>	Workable moisture levels
	<ol style="list-style-type: none"><li>1. We recommend the moisture content and compaction be determined for each lift of engineered fill during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved. The zone of fill compacted to meet these criteria should extend at least 5 feet and 2 feet horizontally beyond the building footprints and pavement areas, respectively.</li><li>2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping.</li></ol>

## Utility Trench Backfill

Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the structures should be effectively sealed to restrict water intrusion and flow through the trenches that could migrate below the structures. We recommend constructing an effective “trench plug” that extends at least 5 feet out from the face of the structure’s exterior. The plug material should consist of cementitious “flowable fill” or impervious clay. The trench plug material should be placed to surround the utility line. If used, the clay trench plug material should be placed and compacted to comply with the moisture content and compaction recommendations for areal fill stated previously in this report.

## Grading and Drainage

All grades must provide effective drainage away from the structures during and after construction and should be maintained throughout the life of the structures. Water retained next to the structures can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential floor slab and/or foundation movements, cracked slabs and walls, and roof leaks. The roof should have gutters/drains with downspouts that discharge onto pavement or splash blocks at a distance of at least 10 feet from the structures.

Exposed ground should be sloped and maintained at a minimum 5% away from the structures for at least 10 feet beyond the perimeter of the structures. Locally, flatter grades may be necessary to transition ADA access requirements for flatwork. After building construction and landscaping have been completed, final grades should be verified to document effective drainage has been achieved. Grades around the structures should also be periodically inspected and adjusted, as necessary, as part of the structure’s maintenance program. Where paving or flatwork abuts the structures, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration. We recommend a maximum final side slope of 3H:1V to allow for proper compaction during construction, and to reduce erosion and surface sloughing.

## Earthwork Construction Considerations

It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. These soils could become unstable with typical earthwork and construction traffic, especially after precipitation events. Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of floor slabs. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrade or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed, or these materials should be scarified, moisture conditioned, and recompacted prior to floor slab and pavement construction and observed by Terracon.

Surface water should not be allowed to pond on the site and soak into the soil during construction. Construction staging should provide drainage of surface water and precipitation away from the structure areas. Any water that collects over or adjacent to construction areas should be promptly removed, along with any softened or disturbed soils. Surface water control in the form of sloping surfaces, drainage ditches and trenches, and sump pits and pumps will be important to avoid ponding and associated delays due to precipitation and seepage.

Based on our understanding of the proposed structures, we do not expect groundwater to adversely affect construction. If groundwater is encountered during construction, some form of temporary or permanent dewatering may be required. Conventional dewatering methods, such as pumping from sumps, should likely be adequate for temporary removal of any groundwater encountered during excavation at the site.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, state, and federal safety regulations. The contractor should be aware that slope height, slope inclination, and excavation depth should in no instance exceed those specified by these safety regulations. Flatter slopes than those dictated by these regulations may be required depending upon the soil conditions encountered and other external factors. These regulations are strictly enforced and if they are not followed, the owner, contractor, and/or earthwork and utility subcontractor could be liable and subject to substantial penalties.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

## Fill Construction Observation and Testing

The earthwork efforts should be monitored by Terracon. Monitoring should include documentation of adequate removal of vegetation and topsoil, proofrolling, and mitigation of areas delineated by the proofroll to require mitigation.

The exposed subgrade and each lift of compacted fill should be tested, evaluated, and reworked, as necessary, until approved by the geotechnical engineer's representative prior to placement of additional lifts. We recommend that each lift of fill be tested for density and moisture content at a frequency of at least one test for every 2,000 square feet of compacted fill. We recommend at least one density and moisture content test for every 50 linear feet of compacted utility trench backfill.

## SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following preliminary design parameters are applicable for shallow foundations.

Item	Column	Continuous
<b>Net Allowable Bearing pressure <sup>1</sup> on newly constructed compacted structural fill <sup>2</sup> and/or suitable native soils consisting of stiff clays</b>	2,000 psf	2,000 psf
<b>Minimum footing width</b>	30 inches	12 inches (trenched) 16 inches (formed)
<b>Minimum embedment below finished grade for frost protection <sup>3</sup></b>	42 inches	42 inches
<b>Estimated Total Settlement <sup>4</sup></b>	<1 inch	<1 inch
<b>Estimated Differential Settlement <sup>4</sup></b>	<¾ inch between columns	<¾ inch over 40 feet

1. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Assumes any unsuitable fill or soft soils, if encountered, will be undercut and replaced with engineered fill.
2. All new engineered fill beneath footings should be constructed as recommended in **Fill Compaction Requirements** of the **Earthwork** section of this report.
3. And to reduce the effects of seasonal moisture variations in the subgrade soils. For perimeter footings and footings beneath unheated areas.
4. The foundation settlement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, the thickness of compacted fill, and the quality of the earthwork operations. The above settlement estimates have assumed that the maximum loads stated previously in the **Project Description** section of this report will not be exceeded

## Shallow Foundation Construction Considerations

The footing excavations should be evaluated under the direction of the Terracon Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance.

Care should be taken to prevent wetting or drying of the bearing materials during construction. Should the soils at bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete. Consider placing a lean concrete mudmat over the bearing soils if the excavations must remain open over night or for an extended time.

Regarding construction of footings, we generally anticipate that material suitable for support of the design bearing pressure will be present at the base of the footings. However, there is a possibility that isolated zones of soft native soils or poorly compacted newly placed fill could be encountered below footing bearing level even though field density tests are expected to be performed during fill placement operations. Therefore, we recommend that the geotechnical engineer be retained to observe, test, and evaluate the soil foundation bearing prior to placing reinforcing steel and concrete to determine if additional footing excavation depth is needed.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations.

As an alternative an overexcavation and backfill procedure could be utilized wherein the foundation could bear on properly compacted backfill extending down to suitable soils. The overexcavation for compacted backfill placement should extend laterally beyond the edges of the footing in all directions at least 8 inches per foot of overexcavation depth below design bearing level. The overexcavation should then be backfilled up to the footing base elevation with approved well-graded granular material constructed as described in section **Compaction Requirements** of the **Earthwork** section of this report.

## FLOOR SLABS

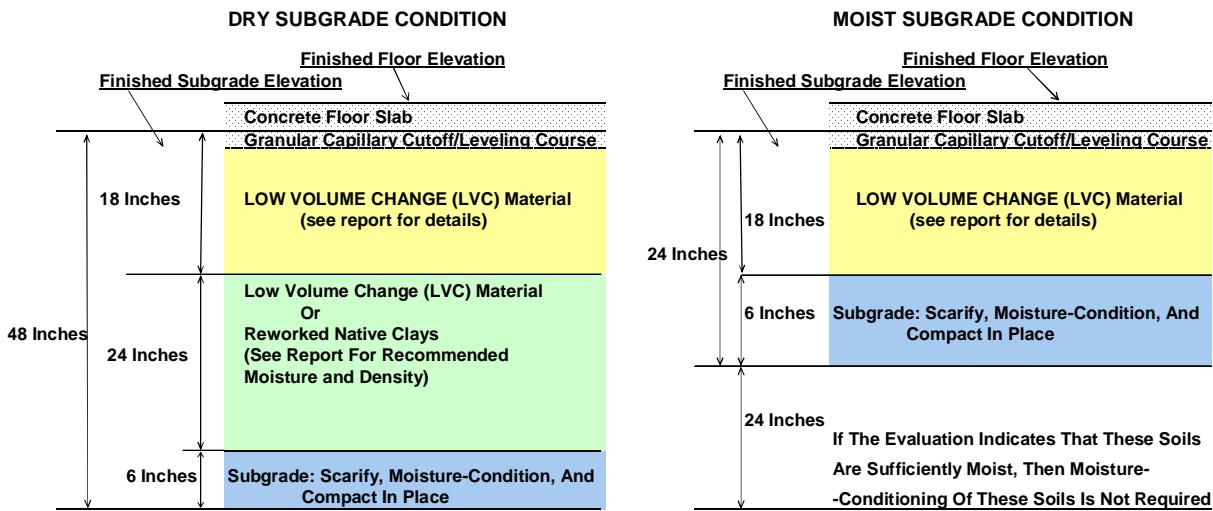
In addition to providing a subgrade suitable from a strength perspective as addressed in the **Earthwork** section of this report, a factor affecting floor slab performance is the potential for the subgrade soils to shrink/swell due to variations in moisture content. Typically, some increase in the floor slab subgrade moisture content will occur because of gradual accumulation of capillary moisture, which would otherwise evaporate if the floor slab had not been constructed. A soil's swell potential is dependent primarily on its plasticity and moisture content. The confining pressure provided by the weight of the floor slab and the overburden pressure (including the fill

required to develop design grade) also effect swell potential. Subgrade soils with higher plasticity and lower moisture content and confining pressure, generally have greater swell potential.

Some of the soils encountered in our borings have high plasticity and were generally in a relatively moist to dry condition at the time of our subsurface exploration. Based on a method of analyses that uses Atterberg limits, total unit weight, and our experience with similar soils, we estimated a potential vertical rise (PVR) approaching two inches and could increase if further drying occurs prior to, or during, construction. To reduce the swell potential to a relatively small amount, less than about 1 inch, we recommend that at least the upper 18 inches of subgrade soils below the floor slabs be low volume change (LVC) material that we describe in detail in **Fill Material Types** of the **Earthwork** section of this report.

Because we expect that the high plasticity clay materials encountered over portions of the site could have greater swell potential if they are drier at the start of construction than they were at the time the borings were performed, constructing an 18-inch thick LVC zone may not be adequate to limit floor slab heave to a small amount. Therefore, we recommend that Terracon evaluate the material within at least 30 inches of the bottom of the LVC zone just prior to placement of any additional fill (see Building Subgrade Preparation Diagram below). Where the existing materials within this depth range at the start of construction are drier than the minimum moisture requirements stated in **Fill Compaction Requirements** of the **Earthwork** section of this report, we recommend corrective procedures be implemented. These procedures would include over-excavating if dry soils are present and either uniformly increasing their moisture content to the minimum moisture contents stated in **Fill Compaction Requirements** of the **Earthwork** section of this report and reworking/recompacting the soil in lifts or replacing them with LVC material. If LVC material is used to replace the dried soils, it should be placed at the moisture content values described in **Fill Compaction Requirements** of the **Earthwork** section of this report.

**BUILDING SUBGRADE PREPARATION DIAGRAM (NOT TO SCALE)**



Note: Presently the near surface soils are typically relatively moist to dry. Also, remove and replace unsuitable materials including uncontrolled existing fill that may extend to greater depths than shown in the above diagrams.

### Low Volume Change Zone

As stated previously, we recommend the upper 18 inches of material directly below the floor slabs be LVC material. This is primarily to help protect the newly placed fill from moisture fluctuations during construction and provide a layer of soil that will not experience significant volume change as the moisture content fluctuates.

By our definition, LVC materials have a liquid limit (LL) less than 40 and a plasticity index (PI) of at least 5, but less than 15. LVC materials that meet this requirement may include granular soils (such as limestone/concrete screenings or clayey sand) or possibly silty, sandy or lean clays, although laboratory testing of prospective LVC materials proposed for use by the contractor should be conducted to confirm their suitability prior to bidding/construction. Cohesive LVC soils may need extensive "wetting maintenance" by the contractor to maintain the required above optimum moisture content in the cohesive LVC material until construction of the floors. Based on the soils encountered in the borings, the near-surface clays likely do not meet the criteria for LVC material.

If cohesive material meeting the above criteria cannot be readily obtained, an LVC soil may be developed with the clay overburden soils by modifying them with hydrated lime, Class C fly ash, cement/cement slurry, or possibly Cement Kiln Dust (CKD) although using the dry agents may result in objectionable dusting problems. A lime slurry or cement slurry application (or the use of granular LVC materials) would reduce the dusting problems. It has been our experience that some CKD products have excessively high sulfate contents that would react adversely when mixed with soils, causing undesirable swell and heave. When CKD is considered, we recommend that a

recent chemical laboratory analysis is submitted to us for review prior to approval of the CKD product.

For clay materials, it has been our experience that hydrated lime contents of 4% to 6%, cement contents of 5% to 6%, CKD contents of 6% to 8%, or Class C fly ash contents of 14% to 16, based on the dry weight of the soil, would typically be required to appreciably reduce the shrink/swell characteristics of clayey soils not meeting the previously described plasticity requirements for LVC materials. A more precise application rate should be developed based on additional laboratory testing. Recognized guidelines such as those specified by KDOT (including minimum mixing temperatures) should be followed during the mixing and construction of the fly ash- or lime-modified subgrade. A lime/cement slurry application or the use of a granular LVC material may reduce the dusting problems that could occur with subgrade modification using dry products. The modified zone should extend at least 3 feet beyond the edges of the proposed building. Soils mixed with Class C fly ash should be compacted within 2 hours following blending operations.

The LVC soils should be placed in lifts not exceeding 9 inches in loose thickness and compacted to at least 95%, but not more than 100%, of maximum dry density. Cohesive soils should be placed and maintained at moisture contents not less than 2 percentage points below their optimum moisture content. Granular soils should be placed at workable moisture content. If chemically modified soils are used, they should be placed and maintained at moisture contents above their optimum moisture content.

Cohesive LVC materials can be swell susceptible if allowed to dry before constructing the floor slab; therefore, it is important that the recommended moisture content of the cohesive LVC material be maintained. As a check, we recommend the subgrade moisture content be evaluated about 3 to 4 days before placing concrete. If drying of the subgrade materials has occurred at this time, measures should be taken to increase the moisture content of the subgrade soils before placing the sand leveling course or concrete, which may also include recompaction. If the subgrade was modified with fly ash and recompaction is required, additional fly ash would be needed.

We suggest constructing the upper 4 to 6 inches of the LVC zone using crushed limestone silty gravel similar to KDOT AB-3-Type material to reduce the above stated swell potential associated with cohesive LVC materials or on-site soils that are allowed to dry excessively. This granular zone would reduce the moisture fluctuations in the bottom portion of the LVC zone and, also provide a more stable working surface during construction following inclement weather.

## **Floor Slab Construction Considerations**

We recommend that all HVAC supply/return ducts be above floor level as airflow and heat transfer through these ducts can cause substantial post-construction drying and shrinkage of clay subgrade and result in severe floor slab/interior wall distress.

The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The Structural Engineer should account for this potential differential.

## PAVEMENT SUBGRADE PREPARATION

We recommend pavement areas be prepared as described previously under **Site Preparation** in the **Earthwork** section of this report. The upper 9 inches of resulting exposed subgrade prior to fill placement should be compacted to at least 95% of its maximum dry density by ASTM D-698.

Any additional fill should be approved material free of organic matter and debris that is placed in lifts not to exceed 9 inches in loose thickness and compacted to at least 95% of its maximum dry density at moisture contents above optimum moisture content where clay soils are encountered. We also recommend the final 18 inches of subgrade beneath pavements and exterior slabs meet the minimum moisture recommendations stated for additional fill in **Compaction Requirements** of the **Earthwork** section of this report. This may require subgrade removal, moisture manipulation, and recompaction.

We recommend modifying the final 8 inches of subgrade in all areas to be paved or removing and replacing the upper 8 inches of subgrade soils with suitable granular material. This would improve subgrade support, reduce swell potential, and reduce the tendency for rutting in untreated wet cohesive subgrades by the paving spreader and loaded dump trucks during the paving operation. The final subgrade should be constructed of one of the following:

- Modified subgrade by blending Class C fly ash, hydrated lime, cement/cement slurry, or possibly CKD with on-site clay soil
- Granular subbase of silty gravel meeting KDOT requirements for AB-3 base
- Crushed concrete or limestone subbase over a geo-grid or engineering fabric

If used, we recommend applying the modifying agent at an application rate sufficient to achieve a minimum laboratory CBR value of 25. This can typically be obtained with Class C fly ash contents of about 14% to 16% or lime contents of about 4 % to 6%, cement contents of about 5% to 7%, or CKD contents of about 6% to 8%, based on the dry weight of the soil, although this may result in objectionable dusting problems. A more precise application rate should be developed

based on additional laboratory testing. A lime/cement slurry application (or the use of granular materials) may reduce the dusting problems.

It has been our experience that some CKD products have excessively high sulfate contents that would react adversely when mixed with soils, causing undesirable swell and heave. When CKD is considered, we recommend that a recent chemical laboratory analysis is submitted to us for review prior to approval of the CKD product.

The lime-, cement-, or fly ash-modified subgrade or silty gravel (KDOT AB-3) subbase should be compacted to at least 98% of its standard Proctor maximum dry density at a final moisture content within 2 percentage points of its optimum moisture content by ASTM D-698. The modified zone should extend at least 1 foot beyond the edge of the pavement. Soils mixed with Class C fly ash should be compacted within 2 hours following blending operations. Recognized guidelines, such as those specified by the KDOT should be followed in the mixing and blending of lime or fly ash-modified material.

Cohesive pavement subgrades, including fly ash-modified materials, can lose strength if subjected to prolonged wetting/drying and/or freeze/thaw conditions or they can become swell susceptible if allowed to dry excessively before paving operations. Therefore, it is important that the recommended moisture content of cohesive, subgrades in pavement areas be maintained. As a check, we recommend the moisture content be evaluated about 1 to 2 days before paving operations. If drying or disturbance/loosening of the subgrade materials has occurred at this time, measures should be taken to adjust their moisture content and/or recompact the subgrade soils before paving operations. If the subgrade was previously modified with fly ash and recompaction is required, additional fly ash would be needed.

## GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of

pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, cost estimating, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

## FIGURES

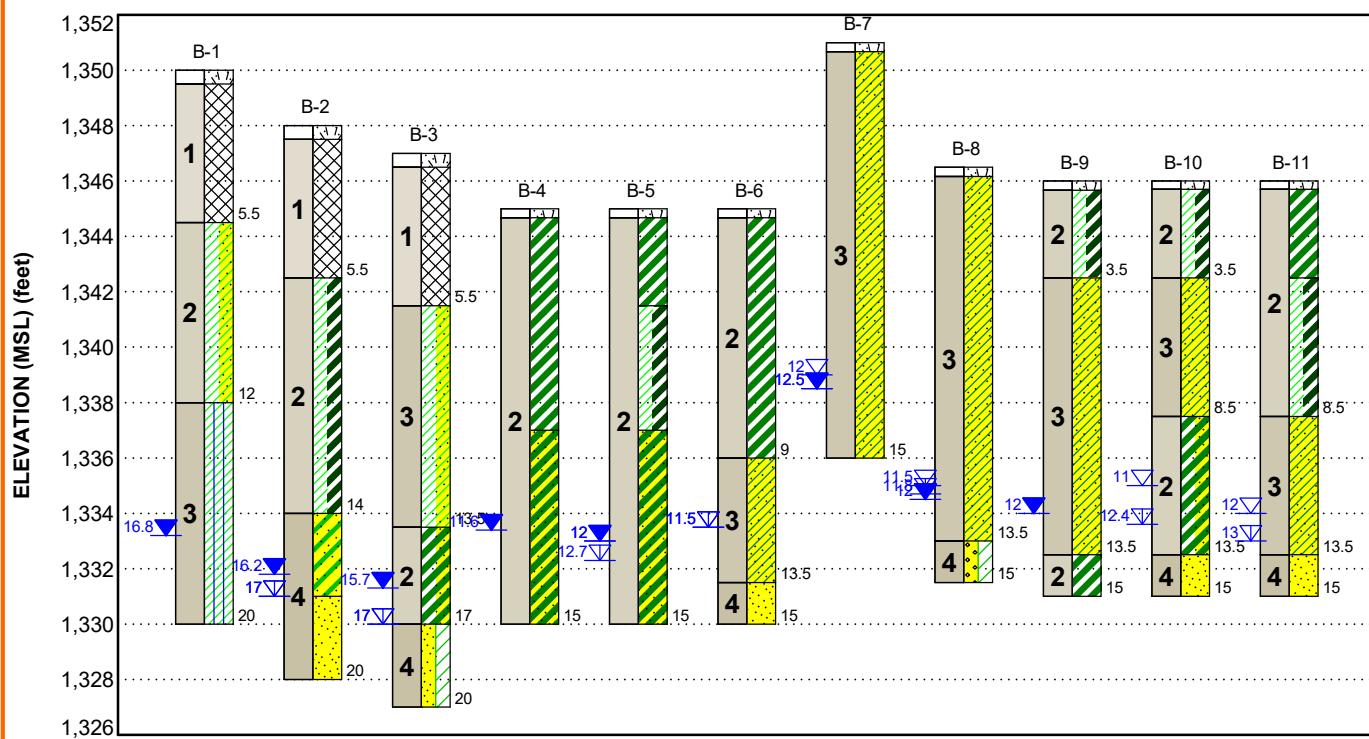
### Contents:

GeoModel

## GEOMODEL

Valley Center Regional Detention Basin Development ■ Valley Center, KS  
Terracon Project No. 01215074

**Terracon**  
**GeoReport**



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Fill	Lean to Fat Clay, Sandy Lean Clay
2	Lean to Fat Clay, Fat Clay, Sandy Fat Clay	Very soft to stiff, with sand in some areas
3	Silty to Lean Clay, Lean Clay, Sandy Lean Clay	Soft to very stiff, with sand in some areas
4	Sand, Clayey Sand	Fine to coarse grained, loose to very loose, with clay in some areas

### LEGEND

Topsoil	Silty Clay	Poorly-graded Sand	Fat Clay	Well-graded Sand with Clay
Fill	Lean Clay/Fat Clay	Fat Clay with Sand	Sandy Fat Clay	
Lean Clay with Sand	Clayey Sand	Poorly-graded Sand with Clay	Sandy Lean Clay	

- ▀ First Water Observation
- ▀ Second Water Observation
- ▀ Third Water Observation

### NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

## ATTACHMENTS

## EXPLORATION AND TESTING PROCEDURES

### Field Exploration

**Boring Layout and Elevations:** Terracon's drill crew used a hand-held GPS unit to establish our boring locations in the field at the locations indicated on our [Exploration Plan](#). The ground surface elevations indicated on the boring logs are approximate and were obtained from topographic information we were provided. The ground surface elevations at the boring locations could differ from the actual value due to interpolation and/or superimposing approximate boring locations on the topographic plan. We rounded the elevations on the boring logs to the nearest one-half foot. Consider the approximate locations and ground surface elevations of the borings accurate only to the degree implied by the methods used to make these measurements.

**Subsurface Exploration Procedures:** We drilled the borings with a track-mounted drill rig using continuous flight augers to advance the boreholes. We obtained representative samples by the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound hammer falling 30 inches. We recorded the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N. We used an automatic SPT hammer to advance the split-barrel. We considered the effect of the automatic hammer's efficiency in our interpretation and analysis.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our drill crew prepared boring logs in the field as part of the drilling operations. These boring logs include visual classifications of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples. The final boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in the laboratory.

## Laboratory Testing

We tested the split-barrel samples to determine their moisture contents. We estimated the unconfined compressive strength of the cohesive samples with a hand penetrometer. The hand penetrometer test values can be correlated with the unconfined compressive strengths and provide a better estimate of soil consistency than visual and tactful examination alone. The laboratory test results are provided on the boring logs included in the **Exploration Results** section of the report with this report.

An engineer examined the samples in the laboratory as part of the testing program. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with our *General Notes* and the *Unified Soil Classification System*, respectively. The estimated group symbols using the *Unified Soil Classification System* are shown in the appropriate column on the boring logs. We are including our *General Notes* and a brief description of the Unified System in the **Supporting Information** section of the report.

## **SITE LOCATION AND EXPLORATION PLANS**

### **Contents:**

Site Location Plan  
Exploration Plan

Note: All attachments are one page unless noted above.

## SITE LOCATION

Valley Center Regional Detention Basin Development ■ Valley Center, Kansas  
November 18, 2021 ■ Terracon Project No. 01215074

**Terracon**  
*GeoReport*

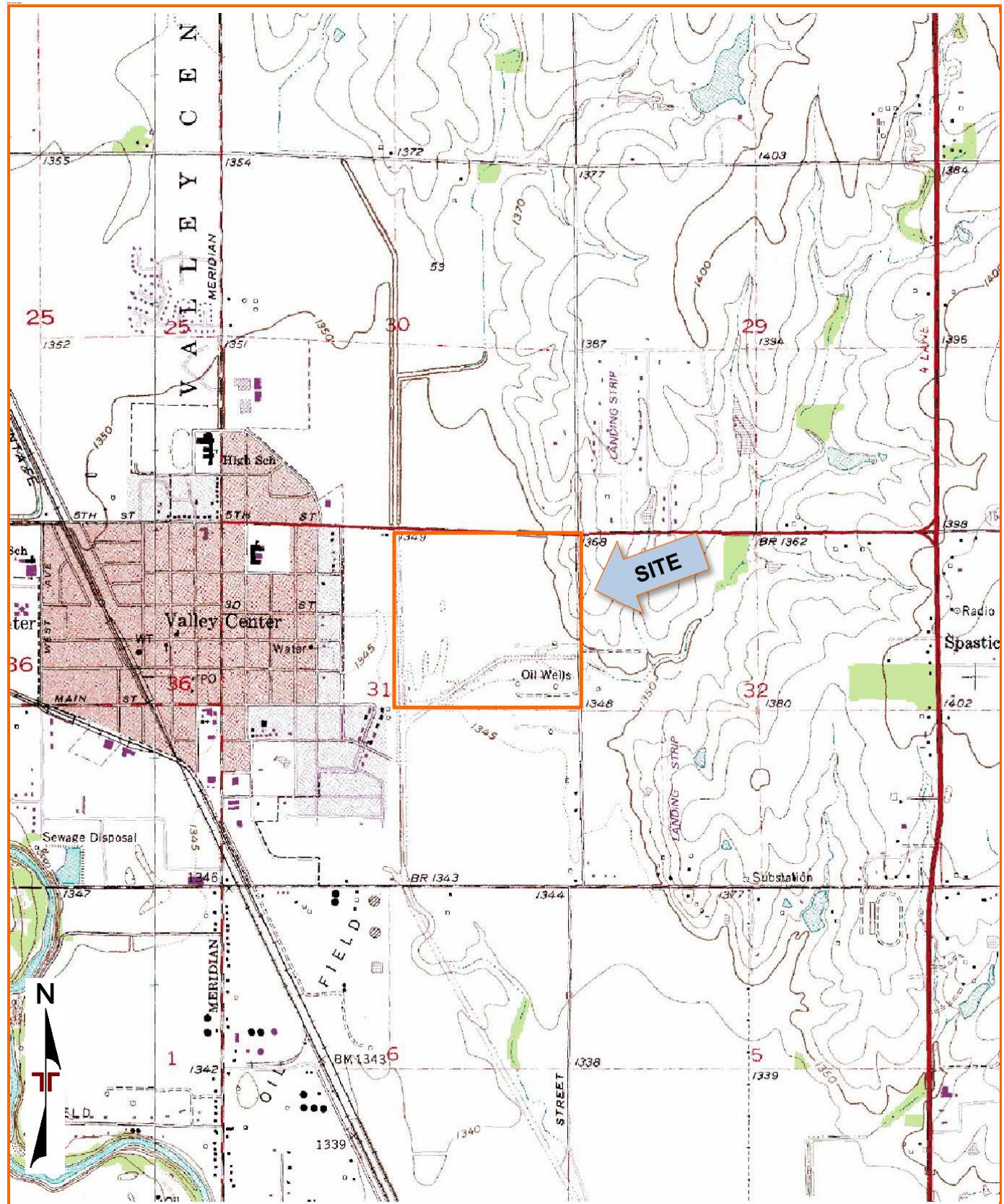


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## EXPLORATION PLAN

Valley Center Regional Detention Basin Development ■ Valley Center, Kansas  
November 18, 2021 ■ Terracon Project No. 01215074

**Terracon**  
**GeoReport**



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## **EXPLORATION RESULTS**

### **Contents:**

Boring Logs (B-1 through B-11)

Note: All attachments are one page unless noted above.

# BORING LOG NO. B-1

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE		
SITE: N. Seneca & W. 85th St. N. Valley Center, KS					
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8340° Longitude: -97.3547° Surface Elev.: 1350 (Ft.)	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS
					SAMPLE TYPE
					RECOVERY (In.)
					FIELD TEST RESULTS
					SAMPLE NUMBER
					LABORATORY HP (psf)
					UNCONFINED COMPRESSIVE STRENGTH (psf)
					WATER CONTENT (%)
					DRY UNIT WEIGHT (pcf)
					ATTERBERG LIMITS LL-PL-PI
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL 01215074 VALLEY CENTER REG.GPJ TERRACON_DATETEMPLATE.GDT 11/18/21					
1	0.5	Organic topsoil approximately 6" thick <u>FILL - LEAN TO FAT CLAY</u> , trace gravel, dark brown	1349.5	5	7 5-6-5 N=11 1
2	5.5	<u>LEAN TO FAT CLAY (CL)</u> , with sand, gray brown, stiff	1344.5	10	15 5-7-6 N=13 2
3	12.0	<u>SILTY TO LEAN CLAY (CL-ML)</u> , brown, stiff -soft below 18.5'	1338	15	16 3-4-4 N=8 3
	20.0	<b>Boring Terminated at 20 Feet</b>	1330	20	18 0-1-1 N=2 4
Stratification lines are approximate. In-situ, the transition may be gradual.					
Hammer Type: Automatic					
Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.			Notes: Boring on top of levee.	
Abandonment Method: Boring backfilled with bentonite chips.					
<b>WATER LEVEL OBSERVATIONS</b> <i>No free water observed while drilling</i>		<b>Terracon</b> 1815 S Eisenhower St Wichita, KS			Boring Started: 08-30-2021 Boring Completed: 08-30-2021
 16.8' on 08/31/2021		Drill Rig: 746 Driller: AT/AS			Project No.: 01215074

# BORING LOG NO. B-2

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE															
SITE: N. Seneca & W. 85th St. N. Valley Center, KS																		
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8339° Longitude: -97.3567°	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY HP (psf)								
			DEPTH	ELEVATION (Ft.)						UNCONFINED COMPRESSIVE STRENGTH (psf)								
		0.5 Organic topsoil approximately 6" thick <u>FILL - SANDY LEAN CLAY</u> , dark brown		1347.5														
1				5.5			10	5-7-7 N=14	1	9000+ (HP)								
2		<u>LEAN TO FAT CLAY (CL/CH)</u> , gray brown, stiff		1342.5			17	2-4-5 N=9	2	7000 (HP)								
3				14.0			16	3-4-5 N=9	3	3000 (HP)								
4		<u>CLAYEY SAND (SC)</u> , fine grained, gray brown, loose		1334														
		<u>SAND (SP)</u> , trace gravel, fine to medium grained, brown, loose		1331														
				20.0			7	0-2-3 N=5	4	19.1								
Boring Terminated at 20 Feet																		
Stratification lines are approximate. In-situ, the transition may be gradual.																		
Hammer Type: Automatic																		
Advancement Method: Power Auger			See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).  See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.				Notes: Boring on top of levee.											
Abandonment Method: Boring backfilled with bentonite chips.																		
<b>WATER LEVEL OBSERVATIONS</b>																		
17' While drilling							Boring Started: 08-30-2021											
17' At completion of drilling							Boring Completed: 08-30-2021											
16.2' on 08/31/2021.							Drill Rig: 746											
							Driller: AT/AS											
							Project No.: 01215074											
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL 01215074 VALLEY CENTER REG.GPJ TERRACON_DATE																		
ATTERBERG LIMITS																		
LL-PL-PI																		

# BORING LOG NO. B-3

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE		
SITE: N. Seneca & W. 85th St. N. Valley Center, KS					
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8335° Longitude: -97.3585°	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS
		Surface Elev.: 1347 (Ft.)	ELEVATION (Ft.)		SAMPLE TYPE
		0.5 Organic topsoil approximately 6" thick	1346.5		RECOVERY (In.)
		<b>FILL - SANDY LEAN CLAY</b> , brown			FIELD TEST RESULTS
1					SAMPLE NUMBER
		5.5	1341.5		LABORATORY HP (psf)
		<b>LEAN CLAY (CL)</b> , with sand, brown, stiff			UNCONFINED COMPRESSIVE STRENGTH (psf)
3					WATER CONTENT (%)
		13.5	1333.5		DRY UNIT WEIGHT (pcf)
2		<b>FAT CLAY (CH)</b> , with sand, brown, soft			ATTERBERG LIMITS LL-PL-PI
		17.0	1330		
4		<b>SAND (SP-SC)</b> , with clay, fine to medium grained, brown, very loose			
		20.0	1327		
<i>Boring Terminated at 20 Feet</i>					
Stratification lines are approximate. In-situ, the transition may be gradual.					
Hammer Type: Automatic					
Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).			Notes: Boring on top of levee.	
Abandonment Method: Boring backfilled with bentonite chips.	See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.				
<b>WATER LEVEL OBSERVATIONS</b>					
	17' While drilling				Boring Started: 08-30-2021
	17' At completion of drilling				Boring Completed: 08-30-2021
	15.7' on 08/31/2021.				Drill Rig: 746
		Terracon 1815 S Eisenhower St Wichita, KS			Driller: AT/AS
					Project No.: 01215074

# BORING LOG NO. B-4

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE											
SITE: N. Seneca & W. 85th St. N. Valley Center, KS														
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8352° Longitude: -97.3552°	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
2		0.3 Organic topsoil approximately 4" thick <b>FAT CLAY (CH)</b> , dark brown, stiff	1344.5				16	2-4-5 N=9	1	5000 (HP)		27.0		
		8.0 <b>SANDY FAT CLAY (CH)</b> , dark gray, medium stiff  -gray brown, becoming soft below 13.5'	1337				18	2-3-5 N=8	2	5000 (HP)		35.8		
			15.0	1330			18	2-2-2 N=4	3	1500 (HP)		21.3		
		<b>Boring Terminated at 15 Feet</b>		15			14	2-1-1 N=2	4	1000 (HP)		25.8		
Stratification lines are approximate. In-situ, the transition may be gradual.										Hammer Type: Automatic				
Advancement Method: Power Auger			See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).				Notes:							
Abandonment Method: Boring backfilled with bentonite chips.			See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.											
<b>WATER LEVEL OBSERVATIONS</b>			 11.6' on 10/6/2021				Boring Started: 10-05-2021			Boring Completed: 10-05-2021				
							Drill Rig: 746			Driller: AT/Tim				
							Project No.: 01215074							

# BORING LOG NO. B-5

Page 1 of 1

<b>PROJECT:</b> Valley Center Regional Detention Basin Development <b>SITE:</b> N. Seneca & W. 85th St. N. Valley Center, KS			<b>CLIENT:</b> Short Elliott Hendrickson Incorporated Omaha, NE																							
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8352° Longitude: -97.3585°	DEPTH	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI												
		Surface Elev.: 1345 (Ft.)																								
		DEPTH		ELEVATION (Ft.)																						
		0.3	1344.5																							
		Organic topsoil approximately 4" thick <u>FAT CLAY (CH)</u> , gray brown, stiff																								
		3.5	1341.5																							
		LEAN TO FAT CLAY (CL/CH), dark brown, stiff																								
		8.0	1337																							
		SANDY FAT CLAY (CH), gray brown, soft																								
		15.0	1330																							
		<b>Boring Terminated at 15 Feet</b>																								
Stratification lines are approximate. In-situ, the transition may be gradual.																										
Hammer Type: Automatic																										
Advancement Method: Power Auger			See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).					Notes:																		
Abandonment Method: Boring backfilled with bentonite chips.			See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.																							
<b>WATER LEVEL OBSERVATIONS</b>  12' While drilling  12.7' At completion of drilling  12' on 10/6/2021			 1815 S Eisenhower St Wichita, KS					Boring Started: 10-05-2021		Boring Completed: 10-05-2021																
								Drill Rig: 746		Driller: AT/Tim																
								Project No.: 01215074																		

# BORING LOG NO. B-6

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE		
SITE: N. Seneca & W. 85th St. N. Valley Center, KS					
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8352° Longitude: -97.3613°	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS
		Surface Elev.: 1345 (Ft.)		ELEVATION (Ft.)	SAMPLE TYPE
		0.3 Organic topsoil approximately 4" thick	1344.5		RECOVERY (In.)
		<b>FAT CLAY (CH)</b> , dark brown, medium stiff			FIELD TEST RESULTS
		brown and stiff below 3.5'			SAMPLE NUMBER
2					LABORATORY HP (psf)
					UNCONFINED COMPRESSIVE STRENGTH (psf)
					WATER CONTENT (%)
					DRY UNIT WEIGHT (pcf)
					ATTERBERG LIMITS LL-PL-PI
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL 01215074 VALLEY CENTER REG.GPJ TERRACON_DATETEMPLATE.GDT 11/18/21					
0.3 Organic topsoil approximately 4" thick					
<b>FAT CLAY (CH)</b> , dark brown, medium stiff					
brown and stiff below 3.5'					
9.0 <b>SANDY LEAN CLAY (CL)</b> , brown, stiff					
13.5 <b>SAND (SP)</b> , fine to medium grained, brown, loose					
15.0 <b>Boring Terminated at 15 Feet</b>					
Stratification lines are approximate. In-situ, the transition may be gradual.					
Hammer Type: Automatic					
Advancement Method: Power Auger		See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).		Notes:	
Abandonment Method: Boring backfilled with bentonite chips.		See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.			
<b>WATER LEVEL OBSERVATIONS</b>					
 11.5' While drilling				Boring Started: 10-05-2021	
 11.5' At completion of drilling				Boring Completed: 10-05-2021	
				Drill Rig: 746	
				Driller: AT/Tim	
				Project No.: 01215074	
 1815 S Eisenhower St Wichita, KS					

# BORING LOG NO. B-7

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE					
SITE: N. Seneca & W. 85th St. N. Valley Center, KS								
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8381° Longitude: -97.3553°	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS			
		Surface Elev.: 1351 (Ft.)	ELEVATION (Ft.)		SAMPLE TYPE			
		0.3	1350.5		RECOVERY (In.)			
		Organic topsoil approximately 4" thick <b>SANDY LEAN CLAY (CL)</b> , dark brown, stiff			FIELD TEST RESULTS			
		brown below 3.5'			SAMPLE NUMBER			
		brown, medium stiff below 8.5'			LABORATORY HP (psf)			
		brown, soft below 13.5'			UNCONFINED COMPRESSIVE STRENGTH (psf)			
		15.0			WATER CONTENT (%)			
		<b>Boring Terminated at 15 Feet</b>			DRY UNIT WEIGHT (pcf)			
		1336			ATTERBERG LIMITS LL-PL-PI			
Stratification lines are approximate. In-situ, the transition may be gradual.								
Hammer Type: Automatic								
Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).			Notes:				
Abandonment Method: Boring backfilled with bentonite chips.	See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.							
<b>WATER LEVEL OBSERVATIONS</b>				Boring Started: 10-05-2021	Boring Completed: 10-05-2021			
 12' While drilling				Drill Rig: 746	Driller: AT/Tim			
 12.5' At completion of drilling				Project No.: 01215074				
 12.5' on 10/6/2021								
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL 01215074 VALLEY CENTER REG.GPJ TERRACON _DATATEMPLATE.GDT 11/18/21								

# BORING LOG NO. B-8

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PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE		
SITE: N. Seneca & W. 85th St. N. Valley Center, KS					
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8382° Longitude: -97.3585° Surface Elev.: 1346.5 (Ft.)	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS
					SAMPLE TYPE
					RECOVERY (In.)
					FIELD TEST RESULTS
					SAMPLE NUMBER
					LABORATORY HP (psf)
					UNCONFINED COMPRESSIVE STRENGTH (psf)
					WATER CONTENT (%)
					DRY UNIT WEIGHT (pcf)
					ATTERBERG LIMITS LL-PL-PI
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL 01215074 VALLEY CENTER REG.GPJ TERRACON _DATATEMPLATE.GDT 11/18/21					
3	0.3	Organic topsoil approximately 4" thick <b>SANDY LEAN CLAY (CL)</b> , gray brown, stiff -medium stiff below 8.5'	1346	5	16
4	13.5	SAND (SW-SC), with clay, fine to coarse grained, dark brown, very loose	1333	5	14
	15.0		1331.5	10	18
		<b>Boring Terminated at 15 Feet</b>		10	3-5-5 N=10
				10	4-5-5 N=10
				10	3-3-4 N=7
				10	2000 (HP)
				15	3-1-1 N=2
				15	2000 (HP)
				15	24.3
Stratification lines are approximate. In-situ, the transition may be gradual.			Hammer Type: Automatic		
Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).			Notes:	
Abandonment Method: Boring backfilled with bentonite chips.	See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.				
<b>WATER LEVEL OBSERVATIONS</b>					
 11.5' While drilling		Boring Started: 10-05-2021			Boring Completed: 10-05-2021
 11.8' At completion of drilling		Drill Rig: 746			Driller: AT/Tim
 12' on 10/6/2021		Project No.: 01215074			
 1815 S Eisenhower St Wichita, KS					

# BORING LOG NO. B-9

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE												
SITE: N. Seneca & W. 85th St. N. Valley Center, KS															
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8381° Longitude: -97.3615°	DEPTH	Surface Elev.: 1346 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
2		0.3 Organic topsoil approximately 4" thick <u>LEAN TO FAT CLAY (CL/CH)</u> , trace sand, gray brown, stiff	1345.5					18	4-7-9 N=16	1	5000 (HP)		25.5		
3		3.5 <u>SANDY LEAN CLAY (CL)</u> , brown, very stiff medium stiff below 8.5'	1342.5		5			18	5-7-8 N=15	2	9000+ (HP)		17.3		
2		13.5 <u>FAT CLAY (CH)</u> , brown, very soft	1332.5		10			18	3-3-2 N=5	3	2000 (HP)		25.6		
		15.0	1331		15			18	0-0-0 N=0	4			30.9		
<b>Boring Terminated at 15 Feet</b>															
Stratification lines are approximate. In-situ, the transition may be gradual.										Hammer Type: Automatic					
Advancement Method: Power Auger			See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).				Notes:								
Abandonment Method: Boring backfilled with bentonite chips.			See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.												
<b>WATER LEVEL OBSERVATIONS</b>			 1815 S Eisenhower St Wichita, KS				Boring Started: 10-05-2021			Boring Completed: 10-05-2021					
 12' on 10/6/2021							Drill Rig: 746			Driller: AT/Tim					
							Project No.: 01215074								

## **BORING LOG NO. B-10**

Page 1 of 1

## **PROJECT: Valley Center Regional Detention Basin Development**

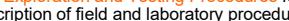
**CLIENT: Short Elliott Hendrickson Incorporated  
Omaha, NE**

**SITE: N. Seneca & W. 85th St. N.  
Valley Center, KS**

MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a>		DEPTH	ELEVATION (Ft.)	DEPTH (ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
		Latitude: 37.8329°	Longitude: -97.3576°													11/18/21
2		0.3 Organic topsoil approximately 4" thick	1345.5						16	2-2-2 N=4	1	5000 (HP)		24.0		
3		3.5 <b>SANDY LEAN CLAY (CL)</b> , gray brown, medium stiff	1342.5						18	2-2-3 N=5	2	4000 (HP)		18.8		
2		8.5 <b>FAT CLAY (CH)</b> , with sand, gray brown, medium stiff	1337.5						18	2-3-4 N=7	3	3000 (HP)		16.8		
4		13.5 <b>SAND (SP)</b> , fine to medium grained, brown, loose	1332.5													
		15.0 <b>Boring Terminated at 15 Feet</b>	1331						18	4-4-5 N=9	4			18.8		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).	Notes:
Abandonment Method: Boring backfilled with bentonite chips.	See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.	
<b>WATER LEVEL OBSERVATIONS</b>	 <b>Terracon</b> 1815 S Eisenhower St Wichita, KS	Boring Started: 10-22-2021      Boring Completed: 10-22-2021 Drill Rig: 746      Driller: AT/CM Project No.: 01215074

# BORING LOG NO. B-11

Page 1 of 1

PROJECT: Valley Center Regional Detention Basin Development			CLIENT: Short Elliott Hendrickson Incorporated Omaha, NE		
SITE: N. Seneca & W. 85th St. N. Valley Center, KS					
MODEL LAYER	GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 37.8329° Longitude: -97.3549°	DEPTH (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS
		Surface Elev.: 1346 (Ft.)		ELEVATION (Ft.)	SAMPLE TYPE
		0.3	1345.5		RECOVERY (In.)
		Organic topsoil approximately 4" thick			FIELD TEST RESULTS
		<b>FAT CLAY (CH)</b> , trace gravel, dark brown, medium stiff			SAMPLE NUMBER
		3.5	1342.5		LABORATORY HP (psf)
		LEAN TO FAT CLAY (CL/CH), dark brown, stiff			UNCONFINED COMPRESSIVE STRENGTH (psf)
		8.5	1337.5		WATER CONTENT (%)
		<b>SANDY LEAN CLAY (CL)</b> , gray brown, stiff			DRY UNIT WEIGHT (pcf)
		13.5	1332.5		ATTERBERG LIMITS
		<b>SAND (SP)</b> , fine grained, brown, loose			LL-PL-PI
		15.0	1331		
Boring Terminated at 15 Feet					
Stratification lines are approximate. In-situ, the transition may be gradual.					
Hammer Type: Automatic					
Advancement Method: Power Auger	See <a href="#">Exploration and Testing Procedures</a> for a description of field and laboratory procedures used and additional data (if any).			Notes:	
Abandonment Method: Boring backfilled with bentonite chips.	See <a href="#">Supporting Information</a> for explanation of symbols and abbreviations.				
<b>WATER LEVEL OBSERVATIONS</b>					
 12' While drilling					Boring Started: 10-22-2021
 13' At completion of drilling					Boring Completed: 10-22-2021
					Drill Rig: 746
					Driller: AT/CM
					Project No.: 01215074

## **SUPPORTING INFORMATION**

### **Contents:**

General Notes  
Unified Soil Classification System

Note: All attachments are one page unless noted above.

# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Valley Center Regional Detention Basin Development ■ Valley Center, KS

Terracon Project No. 01215074

SAMPLING	WATER LEVEL	FIELD TESTS	
 Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered	N	Standard Penetration Test Resistance (Blows/Ft.)
		(HP)	Hand Penetrometer
		(T)	Torvane
		(DCP)	Dynamic Cone Penetrometer
		UC	Unconfined Compressive Strength
		(PID)	Photo-Ionization Detector
		(OVA)	Organic Vapor Analyzer

## DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

## LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See [Exploration and Testing Procedures](#) in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

## STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS		CONSISTENCY OF FINE-GRAINED SOILS		
(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

## RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
		Group Symbol	Group Name <sup>B</sup>		
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines <sup>C</sup>	Cu $\geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>
			Cu $< 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>
	Gravels with Fines: More than 12% fines <sup>C</sup>	Fines classify as ML or MH		GM	Silty gravel <sup>F, G, H</sup>
		Fines classify as CL or CH		GC	Clayey gravel <sup>F, G, H</sup>
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines <sup>D</sup>	Cu $\geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>
			Cu $< 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>
		Sands with Fines: More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI $> 7$ and plots on or above "A"	CL	Lean clay <sup>K, L, M</sup>
			PI $< 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>
	Silts and Clays: Liquid limit 50 or more	Organic:	Liquid limit - oven dried	< 0.75	Organic clay <sup>K, L, M, N</sup>
			Liquid limit - not dried		Organic silt <sup>K, L, M, O</sup>
	Inorganic:	PI plots on or above "A" line		CH	Fat clay <sup>K, L, M</sup>
		PI plots below "A" line		MH	Elastic Silt <sup>K, L, M</sup>
		Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K, L, M, P</sup>
		Liquid limit - not dried			Organic silt <sup>K, L, M, O</sup>
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

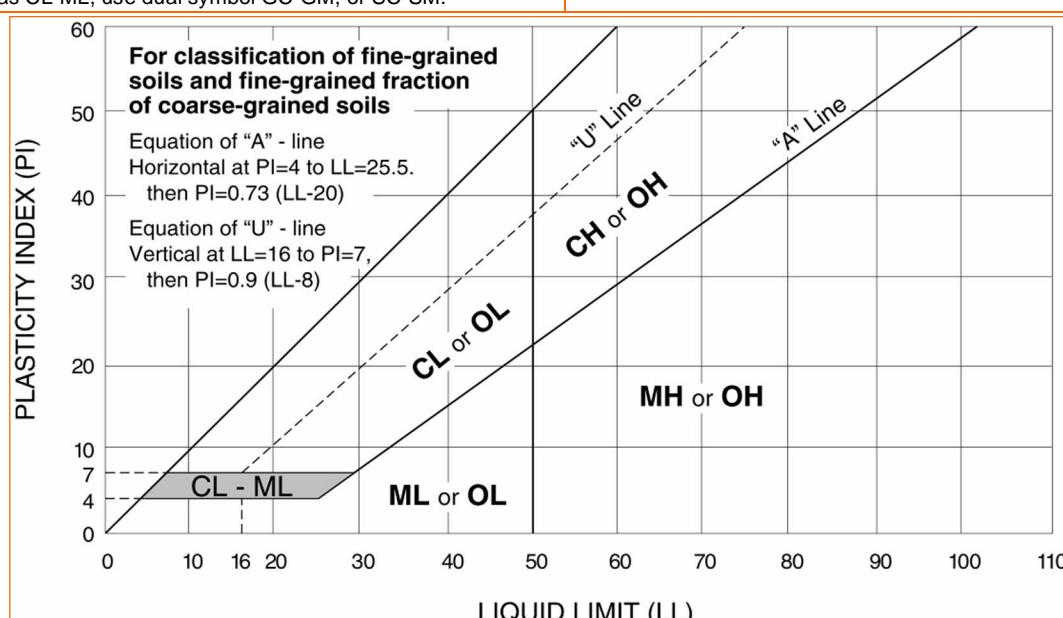
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.

<sup>O</sup> PI  $< 4$  or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.



**The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.**

**DOCUMENT 00 41 00**

**BID FORM**

Total Amount of Base Bid \$ \_\_\_\_\_

Total Amount of Alternate Bid \$ \_\_\_\_\_

Contractor Name : \_\_\_\_\_

Start Date: \_\_\_\_\_

**PROJECT IDENTIFICATION:**

**PHASE I IMPROVEMENTS – Amber Ridge  
Valley Center, Kansas  
SEH No. HORCA 185490**

**BIDS TO BE OPENED:**

**Thursday September 25<sup>th</sup> @ 1:00 p.m. CST**

**TABLE OF ARTICLES**

Article 1 – Bid Recipient.....	1
Article 2 – Attachments to this Bid .....	1
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Article 6 – Bidder's Representation and Certifications.....	3
Article 7 – Defined Terms .....	4
Article 8 – Bid Submittal.....	5

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: Valley Center City Hall  
121 South Meridian  
Valley Center, Kansas 67147  
[sghareeb@sehinc.com](mailto:sghareeb@sehinc.com)  
[KCarrithers@valleycenterks.org](mailto:KCarrithers@valleycenterks.org)

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 attached to and made a condition of this Bid:

- A. Required Bid Security.
- B. 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.

### ARTICLE 3 – BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
<b>GROUP A (DRAINAGE)</b>					
1	Construction Staking	LUMP SUM	1		
2	Mobilization	LUMP SUM	1		
3	Erosion Control	LUMP SUM	1		
4	Connect to Existing Storm Sewer Box	EACH	1		
5	Storm Pipe, RCP 15"	LIN FT	645		
6	Storm Pipe, RCP 18"	LIN FT	550		
7	Storm Pipe, RCP 18" Elliptical	LIN FT	133		
8	Storm Pipe, RCP 24"	LIN FT	156		
9	Storm Pipe, RCP 30"	LIN FT	14		
10	Fill, Sand (Flushed & Vibrated)	LIN FT	147		
11	Inlet, Curb (Type 1)(L=5', W=3')	EACH	7		
13	Backyard Inlet	EACH	2		
14	Standard Storm Manhole (4')	EACH	3		
15	Rip Rap	SQ YD	150		
16	Permanent Seeding	ACRES	6.9		
17	Compacted Fill (Established Quantity – 1.15 Fill Factor)	CU YD	2475		
18	Excavation (Established Quantity)	CU YD	2475		
<b>GROUP A (DRAINAGE) TOTAL</b>					
<b>GROUP B (SANITARY SEWER)</b>					
1	Construction Staking	LUMP SUM	1		
2	Mobilization	LUMP SUM	1		
3	Connect to Existing Manhole	EACH	1		
4	Sanitary Sewer Pipe, 8" PVC SDR 35	LIN FT	3,008		
5	Standard San Manhole (4')	EACH	10		
6	Standard San Manhole (5')	EACH	2		
7	Sanitary Cleanout, 8"	EACH	3		
8	Sanitary Sewer Pipe, 4" PVC (service)	LIN FT	3,045		
9	Sanitary Sewer Connection, Type 1	EACH	28		
10	Sanitary Sewer Connection, Type 2	EACH	33		
11	Manhole Sewer Connection, Type 1	EACH	3		

**UNIT PRICE BASE BID**

Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
12	Manhole Sewer connection, Type 2	EACH	2		
13	Fill, Sand (Flushed & Vibrated)	LIN FT	1,500		
14	Air Testing, San Pipe	LIN FT	3,008		
<b>GROUP B (SANITARY SEWER) TOTAL</b>					

**UNIT PRICE BASE BID**

Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
<b>GROUP C (WATER MAIN)</b>					
1	Construction Staking	LUMP SUM	1		
2	Mobilization	LUMP SUM	1		
3	REMOVE 8" PLUG & CONNECT TO EXISTING WATER MAIN	EACH	1		
4	CONNECT TO EXISTING WATER MAIN - 8" X 12" TAPPING SLEEVE & VALVE	EACH	1		
5	WATER MAIN PIPE, 6" PVC	LIN FT	72		
6	WATER MAIN PIPE, 8" PVC	LIN FT	3,065		
7	Fill, Sand (Flushed & Vibrated)	LIN FT	148		
8	GATE VALVE & BOX, 8"	EACH	8		
9	8"X8" TEE	EACH	1		
10	8" CROSS	EACH	1		
11	8" PLUG	EACH	1		
12	11.25 DEGREE BEND	EACH	13		
13	22.5 DEGREE BEND	EACH	9		
14	45 DEGREE BEND	EACH	5		
15	90 DEGREE BEND	EACH	1		
16	WATER MAIN ADJUSTMENT	EACH	3		
17	8"X6" WATER MAIN REDUCER	EACH	1		
18	BLOW OFF HYDRANT	EACH	1		
19	FIRE HYDRANT ASSEMBLY	EACH	9		
<b>GROUP C (WATER MAIN) TOTAL</b>					

**GROUP D (PAVING)**

1	Construction Staking	LUMP SUM	1		
2	Mobilization	LUMP SUM	1		
3	5" Concrete Sidewalk	SQ FT	19,750		

Bid Form

HORCA 185490

00 41 00 - 3

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
4	AC Pavement, 5" (3" Bit Base)	SQ YD	9,230		
5	Concrete Median Curb	LIN FT	136		
6	Concrete Curb & Gutter, Type 2	LIN FT	6000		
7	Reinforced Concrete Pavement, 7" (Valley Gutter)	SQ YD	690		
8	Crushed Rock Base, 6" Reinforced	SQ YD	12,310		
9	Crushed Rock Surfacing Turnaround (Somerset Dr.)	SQ YD	400		
10	Wheelchair Ramp 5' Wide	EACH	17		
11	Signage	LUMP SUM	1		
12	Pavement Markings	LUMP SUM	1		
13	Install End Barricade	EACH	2		
GROUP D (PAVING) TOTAL					
TOTAL BID GROUP A, B, C, & D					

GROUP D ALTERNATE (PAVING)					
1	Construction Staking	LUMP SUM	1		
2	Mobilization	LUMP SUM	1		
3	5" Concrete Sidewalk	SQ FT	19,750		
4	Portland Cement Concrete Pavement, 6"	SQ YD	9,230		
5	Concrete Median Curb	LIN FT	136		
6	Concrete Curb & Gutter, Type 2	LIN FT	6000		
7	Reinforced Concrete Pavement, 7" (Valley Gutter)	SQ YD	690		
8	Crushed Rock Base, 6" Reinforced	SQ YD	12,310		
9	Crushed Rock Surfacing Turnaround (Somerset Dr.)	SQ YD	400		
10	Wheelchair Ramp 5' Wide	EACH	17		
11	Signage	LUMP SUM	1		
12	Pavement Markings	LUMP SUM	1		
13	Install End Barricade	EACH	2		
GROUP D ALTERNATE (PAVING) TOTAL					
TOTAL BID GROUP A, B, C, & D ALTERNATE					

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 4 – TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and 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.

#### **ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 Bid Acceptance Period

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

#### **ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS**

6.01 Bidders Representations

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
6. 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.

7. 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.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. 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.

6.02 Bidder certifies that:

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; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 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; and
  - 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 7 – DEFINED TERMS

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

## ARTICLE 8 – BID SUBMITTAL

8.01 The Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(*Individual's signature*)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

**A Joint Venture**

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
**(CORPORATE SEAL)**

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in \_\_\_\_\_ is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
*(State Where Project is Located)*

Contact Information

Bidder's Business Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State Contractor License No. \_\_\_\_\_ . (If applicable)

**END OF DOCUMENT**

**DOCUMENT 00 51 00**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Contract: Amber Ridge Phase I Improvements  
Valley Center, KS  
Owner: City of Valley Center

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Contract Price is \_\_\_\_\_.

Copies of the proposed Agreement accompany this Notice of Award. Additional sets of Project Manuals and Drawings will be sent to you under separate cover and are not part of this Notice.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by \_\_\_\_\_.

Deliver the following documents to the Engineer:

Notice of Award – signed and accepted to Owner  
Agreements – 3 executed signed copies to Owner  
Performance Bonds and Payment Bonds  
Certificates of Insurance

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

Within ten days after you comply with the above conditions, OWNER will return to you one fully-executed counterpart of the Contract Documents.

OWNER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_, this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
Title \_\_\_\_\_

c: City of Valley Center, KS

**END OF DOCUMENT**

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STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the CITY OF VALLEY CENTER, KS  
(Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

AMBER RIDGE PHASE I IMPROVEMENTS  
Valley Center, Kansas  
HORCA 185490

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 9,250 SY of Paving, 3,000 LF of Water main, 3,000 LF of Sanitary Sewer, 1500 LF of Storm Sewer and Erosion Control.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before May 1, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2026.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

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

### **ARTICLE 5 – CONTRACT PRICE**

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

- A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

### **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. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

6.04 *Interest*

All amounts not paid when due shall bear interest at the commercial prime rate in effect on the date payment becomes due.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
9. The Drawings listed in the index located on Drawing Sheet 1.
10. Exhibits to this Agreement (enumerated as follows).
  - a. Contractor's Bid (Document 00 41 00).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - c. Certificate of Insurance.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Field Order(s).
  - c. Work Change Directive(s).
  - d. Change Order(s).

B. The 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 General Conditions.

## 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, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. 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.
7. 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.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. 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.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 *Terms***

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

### **9.02 *Assignment of Contract***

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

### **9.03 *Successors and Assigns***

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

### **9.04 *Severability***

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

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:

CITY OF VALLEY CENTER, KS

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

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

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for Giving Notices:

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License No. \_\_\_\_\_

(Where Applicable)

Agent for service of process: \_\_\_\_\_

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

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF DOCUMENT**

**DOCUMENT 00 55 00**

**NOTICE TO PROCEED**

**CITY OF VALLEY CENTER, KS  
AMBER RIDGE PHASE I IMPROVEMENTS  
SEH NO. HORCA 185490**

TO: Contractor

ADDRESS: Address  
City, State Zip

You are hereby notified to proceed with the Work on the project. The Contract Times, as described in Article 4 of the Agreement, will commence to run on \_\_\_\_\_.

Prior to starting any work on the site, the following must be completed:

1. Preconstruction Meeting
2. \_\_\_\_\_
3. \_\_\_\_\_

GIVEN BY:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ACCEPTED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

c: SEH

**END OF DOCUMENT**

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## PERFORMANCE BOND

<b>Contractor</b>  Name: <b>[Full formal name of Contractor]</b>  Address ( <i>principal place of business</i> ): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b>  Name: <b>[Full formal name of Surety]</b>  Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b>  Name:  Mailing address ( <i>principal place of business</i> ):	<b>Contract</b>  Description ( <i>name and location</i> ):  Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>
<b>Bond</b>  Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> 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.	
<b>Contractor as Principal</b>  <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	<b>Surety</b>  <i>(Full formal name of Surety) (corporate seal)</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: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 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: **[Describe modification or enter “None”]**

## PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address ( <i>principal place of business</i> ): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: Mailing address ( <i>principal place of business</i> ):	<b>Contract</b> Description ( <i>name and location</i> ):  Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> 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  <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	Surety  <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i> Title: _____	Name: _____ <i>(Printed or typed)</i> Title: _____
Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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: **[Describe modification or enter "None"]**

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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# **GUIDELINES FOR USE OF EJCD® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

## **1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT**

EJCD® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCD Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

## **2.0 OTHER DOCUMENTS**

EJCD documents are intended to be used as a system and changes in one EJCD document may require a corresponding change in other documents. Other EJCD documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCD® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCD® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCD® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCD Construction series of documents is discussed in the EJCD® C-001, Commentary on the 2018 EJCD Construction Documents (2018).

## **3.0 ORGANIZATION OF INFORMATION**

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCD® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCD® N-122/AIA® A521 is available at no charge from the EJCD website, [www.ejcd.org](http://www.ejcd.org), and from the websites of EJCD's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

## **4.0 EDITING THIS DOCUMENT**

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCD Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCD Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCD® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

## 5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at [www.ejcdc.org](http://www.ejcdc.org) and the websites of EJCDC’s sponsoring organizations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## 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.

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

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

E. *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.

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.
- 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. *Construction Equipment Rental*

- 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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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.

## SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

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

### **SC-2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following:

- A. Owner shall furnish to Contractor 2 printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

### **SC-4.03 Reference Points**

Add a new paragraph immediately after Paragraph 4.03.A to read as follows:

- B. Contractor shall provide a minimum of 48 hours' written notice to the Resident Project Representative in advance of the need for construction stakes on the Project. No claim for delays under Paragraph 4.05 of the General Conditions due to the need for construction stakes will be considered unless written notice has been provided and the Contractor is proceeding under an accepted Progress Schedule.

## **SC-5.03 Subsurface and Physical Conditions**

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
  - 1. Report dated November 18, 2021, prepared by Terracon Consultants, Inc., titled: Geotechnical Engineering Report, consisting of 42 pages. The Technical Data contained in such report upon which Contractor may rely are none.
- D. Copies of reports and drawings identified in SC-5.03.C are included with the bidding Documents as Document 00 31 32.

## **SC-5.05 Underground Facilities**

Add the following sentence at the end of the first sentence of Paragraph 5.05.A:

The subsurface utility information in this plan is utility quality level D. This quality level was determined according to the guidelines of [CI/ASCE 38-02](#), titled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

## **SC-5.05.B Underground Facilities**

Add new paragraph immediately after Paragraph 5.05.B to read as follows:

- 1. Underground utility locations can be obtained from the following owners and services:

Utility	Owner	Phone
Location Service	Kansas One Call	800-344-7233 or 811

## **SC-5.06 Hazardous Environmental Conditions**

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

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

## **SC-6.03 Contractor's Insurance**

Add the following new paragraph immediately after Paragraph 6.03.C.5:

- D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Worker's Compensation and related coverages under Paragraphs 6.03 of the General Conditions:
    - a. State: Statutory
    - b. Federal, if applicable (e.g., Longshoreman's): Statutory
    - c. Employer's Liability:
      - 1) Bodily injury, each accident \$1,000,000
      - 2) Bodily injury by disease, each employee \$1,000,000
      - 3) Bodily injury/disease, aggregate \$2,000,000
    - d. Foreign voluntary worker compensation: Statutory
  - 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
    - a. General Aggregate \$1,000,000
    - b. Products - Completed Operations Aggregate \$1,000,000

c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
3.	Automobile Liability under Paragraph 6.03.C of the General Conditions:	
a.	Combined Single Limit of	\$1,000,000
4.	Excess or Umbrella Liability:	
a.	General Aggregate	\$2,000,000
b.	Each Occurrence	\$1,000,000
5.	Additional Insureds: Include the following as additional insureds:	
a.	Hornet Capital, LLC	
b.	Short Elliott Hendrickson Inc.	
c.	City of Valley Center, Kansas	

#### **SC-6.05      Property Losses; Subrogation**

Delete paragraphs A. through D. in their entirety and substitute the following paragraph in their place:

- A.    Property Insurance will not be required of the Contractor.

#### **SC-7.03      Labor; Working Hours**

Delete Paragraph 7.03.C in its entirety and substitute the following in its place:

- C.    In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

#### **SC-7.07      Concerning Subcontractors and Suppliers**

Delete Paragraph 7.07.H in its entirety and substitute the following in its place:

- H.    Upon Owner's request, 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 request.

#### **SC-7.09      Permits**

Add new paragraphs immediately after Paragraph 7.09.A to read as follows:

- B.    Owner has made application for the following permits:
  - 1. KDHE Water Main Extension
  - 2. Construction Storm Water Permit (NOI)
  - 3. KDHE Sanitary Sewer Extension

Fees and bonding costs for these permits will be paid by the Owner.

#### **SC-7.10      Taxes**

Delete Paragraph 7.10.a in its entirety and substitute the following in its place:

This project is considered Tax Exempt, as the Owner is the City of Valley Center.

## SC-10.03 Resident Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. The RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

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

10. *Records:*

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

11. *Reports:*

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

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

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

14. *Completion:*

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

D. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

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

**SC-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 Procedure
  1. Submittal: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 15 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 provisions of Paragraphs 4.05.D and 4.05.E of the General Conditions.
    - b. Change Proposals related to a change in Contract Price must include full and detailed accounts of materials incorporated in the Work and labor and equipment used for the subject work.

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

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 in General Conditions.

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 in General Conditions.
- 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 in General Conditions.
- 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 in General Conditions.

#### **SC-12.01 Claims**

Amend the first sentence of Paragraph 12.01.B to read as follows:

- 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 10 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.

#### **SC-13.03 Unit Price Work**

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

- E. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
  1. if the extended price of a particular item of Unit Price Work amounts to 25 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 performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof; Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a claim, seeking an adjustment in the Contract Price.

#### **SC-14.05 Uncovering Work**

Amend the last sentence of Paragraph 14.05.C.2 to read as follows:

If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 10 days of the determination that the Work is not defective.

#### **SC-15.01.D Payment Becomes Due**

Delete Paragraph 15.01.D.1 in its entirety and insert the following:

1. Thirty 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.

### **SC-15.03 Substantial Completion**

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

1. For this Work, Substantial Completion is further defined as follows:
  - a. Utilities are installed, and street pavement is in place, and roadway signage is installed

### **SC-15.03 Substantial Completion**

Add the following new subparagraph to Paragraph 15.03.B:

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

### **SC-15.05 Final Inspection**

Add the following language after the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, Engineer will again notify Contractor in writing of the remaining particulars. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by Engineer and paid by Contractor to Owner.

### **SC-15.08 Correction Period**

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

- A. If within two years after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such other adjacent areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

**END OF DOCUMENT**

## SPECIAL PROVISIONS

### AMBER RIDGE PHASE I IMPROVEMENTS VALLEY CENTER, KANSAS

#### 1. GENERAL REQUIREMENTS

- 1.1 **GENERAL DESCRIPTION:** The work described in these SPECIFICATIONS shall consist of the construction of Site Prep & Removals, Earthwork, Erosion Control, Site Stabilization, and Structure Adjustments, and all related appurtenances as shown on the DRAWINGS and as described herein.
- 1.2 **CONTRACT TIME:** The CONTRACTOR shall commence work within fifteen (15) days after receiving written Notice to Proceed.
- 1.3 **PROJECT SPECIFICATIONS:** All materials and all work shall conform to the current City of Valley Center, Kansas "Standard Specifications for Paving, Drainage, Waterline, and Sanitary Sewer Improvements – March 2021", and any current or revisions or amendments thereto, except as modified by these SPECIFICATIONS, SPECIAL CONDITIONS, and/or the CONSTRUCTION DRAWINGS.

Only those items specifically outlined in the Proposal shall be measured and/or paid for separately, all other items shall be considered incidental to the project. The measurement and payment sections of the City Standard Specifications shall only apply to items included in the Proposal, unless otherwise amended by the project plans and specifications; all other measurement and payment sections shall be omitted. If an item is not listed in the Proposal, then it shall be considered and subsidiary item and will not be measured or paid for in accordance with City specifications. In the event of conflict, the Supplemental Provisions and Proposal shall govern.

- 1.4 **STAKING:** The CONTRACTOR shall provide all necessary staking for this project, which shall be paid for as a lump sum item. ENGINEER will provide AutoCAD dwg and xml files to the surveyor. These files may be requested during the bidding phase to ensure an adequate bid for this work is submitted. All staking data shall be developed by the surveyor from these files.
- 1.5 **TRAFFIC CONTROL:** The CONTRACTOR shall conduct his operations in such a manner as to leave all streets and access roads open to traffic at all times. Contractor shall coordinate with the Engineer and the City of Valley Center regarding closures, and for detour plan and signage information. The CONTRACTOR shall place and maintain proper barricades, lights, signs and other required safeguards around obstructions in or adjacent to existing streets and as necessary to provide advance warning. All barricades, lights, and warning signs shall conform to the "Manual on Uniform Traffic Control Devices."

No closures are anticipated for this project.

- 1.6 **MUD AND CONSTRUCTION DEBRIS:** The CONTRACTOR shall take the necessary precautions to keep mud and debris from being deposited onto existing pavement during construction operations. Should mud and debris become deposited upon such existing pavement, the CONTRACTOR shall promptly remove it at no additional cost to the OWNER.
- 1.7 **NOTICE TO ENGINEER:** The CONTRACTOR shall notify the ENGINEER 24 hours prior to starting or restarting construction work if work sequence is interrupted due to any cause

whatsoever, to allow for construction observation on this project.

1.8 SHOP DRAWINGS: Shop drawings shall be submitted to the ENGINEER for review. The number of copies of shop drawings shall consist of the quantity required for the CONTRACTORS use, including the distribution to subcontractors, fabricators and/or suppliers, in addition to two copies to be retained by the ENGINEER. Shop drawings shall be submitted for the following:

SEED MIX, STORM SEWER PIPE, STORM SEWER STRUCTURES, FRAME AND COVER, WATER MAIN FITTINGS, WATER MAIN STRUCTURES, WATER MAIN PIPE, EROSION CONTROL BLANKET, RIP RAP, GEOFABRIC.

1.9 SEEDING

All seeding shall include mulching, and fertilizer. This work shall follow the Valley Center Standard specification Section 32 92 00 Turf And Grasses. Temporary Seeding mix shall follow the standard specification.

Payment shall be made for fertilizer application, hay application, and seed application by the Acre under the pay items 'Permanent Seeding & Mulching' & 'Temporary Seeding'.

#### PERMANENT SEEDING MIX

Seed mix shall be as follows: 25% Tall Fescue, 45% Perennial Ryegrass, 30% Cover Crop. Seeding Rate shall be 100 LBS / Acre (drill seeded) OR 125 LBS / Acre (broadcast seeded).

1.10 EXISTING UTILITIES AND IMPROVEMENTS

1.10.1 The Contractor will be held responsible for any damage to existing property, utilities, and structures, and will repair same at his own expense. The Contractor shall be responsible to obtain field locations of all existing utilities through the Kansas One Call System. The Contractor is to notify utility companies at least 48 hours in advance of any crossing.

1.10.2 Bidder shall carefully examine the construction site and become aware of the location of proposed construction relative to existing facilities or other above-ground or below-ground utilities. Bidders shall consider construction conditions for the proposed work and shall satisfy themselves as to construction clearances for existing utilities prior to bidding.

1.10.3 The location of the existing underground utilities have been obtained from field measurements and information obtained from "Record Drawings". The Contractor shall exercise care within an area of 10 feet on either side of existing utilities as shown on the plans or field located while crossing over, working parallel or connecting into existing utilities. The Contractor shall assume all responsibility for damage of utility lines within this area. The Contractor shall also contact all local utility companies to satisfy himself as to location of the underground utilities not indicated on the plans.

1.10.4 Prior to construction, the Contractor shall field verify the horizontal and vertical location of all existing utilities at points where the proposed sewer crosses above or below the utility. The Contractor shall expose all existing utility crossings shown on the plans and located in the field and shall determine their elevations far enough in advance of pipe laying that the proposed sewer main can be adjusted properly. The Contractor shall not deviate from plan line or grade without the Engineer's approval.

1.11 CONSTRUCTION TESTING

Construction testing will be performed by an Owner selected testing firm. Testing frequencies, locations, and procedures will be determined by the Engineer. Standard AASHTO or ASTM

procedures will be used. The Owner will pay for all initial tests producing satisfactory results unless specified otherwise in the technical specifications. All retesting costs due to the Contractors failure to produce work meeting these specifications shall be deducted from payments due to the Contractor.

**1.12 GRADING BY OTHERS**

Mass grading for this project was completed under a previous contract. Grading is not expected outside the Right of Way, except where shown on the plans. Compaction of subgrade is required prior to placement of crushed base below pavement.

**1.13 SAFETY**

The Contractor shall provide all trench shoring necessary to insure the safety of his employees and the public. The Contractor shall be responsible for performing his work in compliance with the applicable requirements of O.S.H.A. and other authorities having jurisdiction.

The Contractor is responsible for all on-site safety and shall ensure that all work is performed in a safe and professional manner. The Contractor shall install fences, barricades, signs, lights, or other safety devices, as needed, to ensure the safety of all workers and the public.

**1.14 TRENCH EXCAVATION AND BACKFILLING**

1.14.1 The Contractor shall comply with all OSHA regulations including 54 FR 45894. Trenches less than 20 feet deep shall be excavated with 1-1/2 horizontal to 1 vertical side slopes or with trench bracing or shields in accordance with OSHA requirements.

**1.15 REMOVAL**

Unless otherwise noted on the plans or established elsewhere in these Special Provisions, all items removed and not relocated shall become the property of the Contractor and be disposed of properly.

**1.16 REGULATORY**

Construction will occur in close proximity to existing pond, the Contractor shall take care to repair the existing pond liner around the proposed penetration.

**1.17 PERMITS AND APPROVALS**

A grading permit is in the process of being obtained for the project site. All disturbances associated with construction of this project shall comply with the terms of the grading permit. A copy of the permit provisions will be made available at the office of the Engineers. Any damage to existing erosion control features shall be repaired at the Contractor's expense.

No construction shall begin prior to approval from the City of Valley Center. By submitting a bid, the Contractor agrees to not commence work prior to approval from the City of Valley Center, Kansas.

**1.18 WORK AREA**

The Contractor shall confine construction operations to the Area shown on the plans or shall be responsible to secure additional area and/or restore at his/her own expense.

**1.19 EROSION CONTROL MEASURES**

A grading permit is in the process of being obtained from the Kansas Dept. of Health (Dept. of Water Resources) for the project site. The contractor shall be responsible for maintenance of any disturbance and/or damage of existing erosion control measures caused by work related to this project. Payment for the maintenance of erosion control measures as noted above shall be considered subsidiary to the project. Contractor shall coordinate work and erosion control maintenance with all other contractors located on site.

1.20 DEWATERING, DRAINAGE RUNOFF AND GROUNDWATER CONTROL

- 1.20.1 Ground water and surface water may be encountered during the construction activities; therefore, it shall be the Contractor's responsibility to provide and maintain all temporary shoring, drainage, dewatering, and/or pumping facilities necessary to properly complete the work. All excavations, including any necessary shoring, shall be performed in accordance with O.S.H.A. safety regulations.
- 1.20.2 The Contractor shall maintain adequate drainage, dewatering, and pumping equipment on the site at all times and shall obtain additional materials or equipment, as necessary, to handle the surface and/or ground water flows within the work area. The Contractor shall protect all work areas and adjacent property from damage resulting from his construction operations and shall repair any damage at his own expense.
- 1.20.3 During construction of the proposed improvements, the Contractor shall keep all excavations free of ground water to the maximum extent possible in order to allow proper installation of the sanitary sewer and proper backfilling and compaction of the excavated materials.
- 1.20.4 Separate sumps shall be constructed whenever possible to promote the flow of ground water away from open excavations. The Contractor shall ensure that adequate pumping and/or dewatering equipment is maintained on site at all times and that it is sufficient enough to handle the amount of water encountered.
- 1.20.5 It is the sole responsibility of the Contractor to become familiar with the site and to determine the extent of dewatering, pumping, or drainage systems that will be required to facilitate construction of the proposed improvements.
- 1.20.6 Upon completion of the work the Contractor shall remove all shoring, diversion dikes, drainage swales, pumping pits, or other dewatering facilities constructed as part of this project.
- 1.20.7 The construction, maintenance, and removal of shoring, dewatering, pumping, and temporary drainage facilities will not be measured or paid for separately and shall be considered subsidiary to bid item established bid items.
- 1.20.8 The Contractor shall be responsible for applying for, obtaining, and paying for all additional permits as required to complete the work. Such permits may include, but are not necessarily limited to, any permits required to perform project dewatering. The Contractor shall obtain all permits required for the installation of dewatering wells and dewatering discharge(s) prior to proceeding with such activities. **A copy of all dewatering well and/or discharge permits shall be provided to the Engineer before work may begin on these items.**

1.21 CONCRETE WASHOUT

Contractor shall construct a designated concrete washout and disposal area to be used during construction. Washout of concrete trucks outside of designated concrete washout will not be acceptable. Construction, maintenance and proper disposal of the concrete washout facility and the waste material shall be the responsibility of the contractor and will not be paid for separately.

1.22 EROSION CONTROL BLANKET

The erosion control blanket shown on the plans shall be North American Green Bionet S75 or approved equal. Contractor shall install in accordance with the manufacturer's recommendations.

## 1.23 MEASUREMENT & PAYMENT

The Contractor will be paid for the measured quantities of completed and accepted work in place. Payment will be made only for those items shown on the Proposal form, all other items shall be considered incidental to the project. Excavation & Compacted Fill, and Topsoil quantities will not be measured directly but will be established quantities for work performed and accepted in place.

2

## **STORM SEWER**

### 2.1 STORM SEWER MATERIALS

- 2.1.1 All storm sewer piping materials shall follow the standards set forth in The City of Valley Center Standard Specifications for Public projects.
- 2.1.2 Pipe shall be laid true to the line and grade established on the drawings. No changes in grade or alignment shall occur between manholes. At no time shall the Contractor change the line or grade without approval from the Engineer. If an underground obstruction is encountered at the assigned grade, the Contractor shall notify the Engineer and wait until the revised grade for the sewer has been determined, if necessary.
- 2.1.3 Trenches shall be kept free from water until the pipe-jointing material has set, and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely closed so that no trench water, earth, or other substance will enter into the pipe or fittings.
- 2.1.4 The Contractor shall clean the interior of all sewer pipes, as needed, to ensure that the pipe is free from all dirt, concrete, or other foreign material before installation. In the event that excessive dirt and/or debris are observed in recently completed sewer pipe and manholes, the Contractor shall clean and remove all materials at no cost to the Owner. Downstream manholes shall be plugged to ensure that dirt and/or debris are not washed into other portions of the system or discharged downstream of the outlet.

SECTION 01 22 00  
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for measurement and payment of all bid items indicated on the bid form.

1.2 PROCEDURES

- A. The total bid for each section of the contract shall cover all work shown on the drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, tools, and incidentals; and performing of all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Bid Form. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Proposal. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid Form.
- B. All incidental, subsidiary and miscellaneous items of work essential to completion of the project in a satisfactory manner shall be done at no additional cost to the Owner. Some, but not all, of the items that shall be considered incidental or subsidiary are as follows:
  1. The support, protection and maintenance of existing utilities such as power and telephone poles, sanitary sewers, manholes, storm drains and other such items that are to be maintained in place, before, during, and after construction of the proposed improvements.
  2. Removal of structures or obstructions required to complete the work as indicated on the drawing.
  3. Relocation of existing utilities where indicated on the drawings.
  4. Traffic control.
  5. Acquisition of additional working space and/or easements.
  6. Other items as noted in these specifications or on the drawings.

### 1.3 BID ITEM MEASUREMENT/PAYMENT

#### A. CONSTRUCTION STAKING

This item shall be paid for at the contract lump sum price bid. The lump sum price bid shall be considered full compensation for all work required to provide the proper horizontal and vertical alignment control for satisfactory completion of the project, submittal of a level/bench run to the Engineer for approval, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

#### B. CONCRETE PAVEMENT

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for excavating, removing, and disposing of excess and waste materials; forming; furnishing, placing, finishing, and curing concrete; furnishing and placing reinforcement; aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

#### C. ASPHALTIC CONCRETE PAVEMENT

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for all bituminous materials, including tack; admixtures, aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

#### D. ASPHALTIC CONCRETE OVERLAY

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for all bituminous materials, including tack; admixtures, aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**E. REINFORCED CONCRETE VALLEY GUTTER**

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for excavating, removing, and disposing of excess and waste materials; forming; furnishing, placing, finishing, and curing concrete; furnishing and placing reinforcement; aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**F. REINFORCED CONCRETE DRIVE**

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for excavating, removing, and disposing of excess and waste materials; forming; furnishing, placing, finishing, and curing concrete; furnishing and placing reinforcement; aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**G. REINFORCED CRUSHED ROCK BASE**

This item shall be paid for at the contract unit price bid per square yard at the thickness as shown on the drawings. The limits of the area to be paid for are as shown on the drawings. The price bid shall be considered full compensation for furnishing all material, including fabric reinforcement where required; for completing all preparation, hauling, placement, and compaction, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**H. COMBINED CURB & GUTTER**

This item shall be paid for at the contract unit price bid per linear foot for the various types shown on the drawings. The limits of areas to be paid for are as shown on the drawings. Plan quantity is calculated along the face of curb; including length across storm drain inlets and drive entrances, flumes, and curb depressions; but excluding length across valley gutters. The unit price bid shall be considered full compensation for all concrete and concrete placement, finishing, jointing and joint sealing, curing, backfilling, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

I. MONOLITHIC EDGE CURB

This item shall be paid for at the contract unit price bid per linear foot for the various types shown on the drawings. The limits of areas to be paid for are as shown on the drawings. Plan quantity is calculated along the face of the curb. The unit price bid shall be considered full compensation for all concrete and concrete placement, finishing, jointing and joint sealing, curing, backfilling, and for all other materials, equipment, tools, labor, and

J. REMOVE AND REPLACE CURB AND GUTTER

This item shall be paid for at the contract unit price bid per linear foot for the various types and for the limits as shown on the drawings. Plan quantity is calculated along the face of the curb. The unit price bid shall be considered full compensation for all saw cuts, removal, disposal of removed materials, backfilling the removal areas with suitable topsoil where necessary, concrete and concrete placement, finishing, jointing and joint sealing, curing, backfilling and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

K. CONCRETE SIDEWALK

This item shall be paid for at the contract unit price bid per square foot for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for excavating, removing, and disposing of excess and waste materials; forming; furnishing, placing, finishing, and curing concrete; furnishing and placing reinforcement; aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

L. WHEELCHAIR RAMP

This item will be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for excavation, furnishing and placing of concrete and warning pavers and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work, including all items necessary to meet local, state, and federal ADA requirements.

M. PAVEMENT REMOVAL

This item shall be paid for at the contract unit price bid per square yard to the limits as shown on the drawings including curb and gutter where indicated. The unit price bid shall be considered full compensation for all saw cuts, removal, disposal of removed material, backfilling the removal areas with suitable topsoil where necessary, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

N. PAVEMENT PATCHING

This item shall be paid for at the contract unit price bid per square yard to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for all saw cuts; milling; removal; disposal or removed material; backfilling the removal area with suitable topsoil where necessary; concrete or bituminous materials, including tack; admixtures; aggregates; base material; fabric reinforcement where required; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**O. UNCLASSIFIED EXCAVATION**

This item shall be paid for at the contract unit price bid per cubic yard as computed between the original ground and finished subgrade or finished ground line as provided in the drawings and as shown in the typical sections and site grading plan. No additional payment will be made for rock and/or water which may be encountered. Additional handling that may be required for topsoiling operations will not be paid for separately. The unit price bid shall be considered full compensation for all excavation, saw cuts, water, hauling of water, the proper formation of embankments, trimming of slopes, disposal of surplus materials, preparation and completion of roadway, subgrade and shoulders, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**P. CONTRACTOR FURNISHED BORROW**

This item shall be paid for at the contract unit price bid per cubic yard as indicated on the drawings. Additional handling that may be required for topsoiling operations will not be paid for separately. This unit price bid shall be considered full compensation for all soil, excavation, water, hauling of water, the disposal of surplus materials and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**Q. STORM SEWER PIPE**

This item shall be paid for at the contract unit price bid per linear foot as shown on the drawings. The unit price bid shall be considered full compensation for pipe, excavation, placing of pipe, backfill, and for and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**R. STORM SEWER STRUCTURES**

This item shall be paid for at the contract unit price bid per each, for the varying types as shown on the drawings. The unit price bid for each type of structure shall be considered full compensation for all excavation, compaction and backfill; concrete and concrete placement including hook up to adjacent curb and gutter; reinforcing steel; finishing and curing; trash rack (if required); and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**S. HEADWALLS AND END SECTIONS**

This item shall be paid for at the contract unit price bid per each, including precast sections as shown on the drawings. The unit price bid shall be considered full compensation for headwall and end section construction and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**T. CONCRETE DITCH LINING**

This item shall be paid for at the contract unit price bid per square yard for the thickness shown and to the limits as shown on the drawings. Other limits will be measured only as directed by the Engineer. The unit price bid shall be considered full compensation for excavating, removing, and disposing of excess and waste materials; forming; furnishing, placing, finishing, and curing concrete; furnishing and placing reinforcement; aggregates; mixing; hauling; spreading; compacting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**U. RIPRAP**

This item shall be paid for at the contract unit price bid per square yard for the various types shown on the drawings. The limits of areas to be paid for are as shown on the drawings or as directed by the Engineer. The unit price bid shall be considered full compensation for furnishing, hauling and placing the material as specified, including filter course and/or filter fabric as shown in the drawings; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**V. EROSION CONTROL BLANKET/TURF REINFORCEMENT MAT**

This item shall be paid for at the contract unit price bid per square yard for the various types shown on the drawings. The limits of areas to be paid for are as shown on the drawings or as directed by the Engineer. The unit price bid shall be considered full compensation for furnishing and placing the material as specified, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**W. PAVEMENT MARKING**

This item shall be paid for at the contract lump sum price bid for the various types shown on the drawings. The lump sum price bid shall be considered full compensation for all layouts required, surface preparation, furnishing and properly placing all materials, and for all equipment, tools, labor, and incidentals necessary to complete the work.

**X. SIGNING**

This item shall be paid for at the contract lump sum price bid and shall be full compensation for signs, posts, brackets, bolts, nuts, washers, removal, replacement, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**Y. SANITARY SEWER AND WATERLINE PIPE**

These items shall be paid for at the contract unit price bid per linear foot as shown on the drawings, no deductions being made for manholes, valves or fittings. Pipelines at structures shall be measured from center to center of the structure. The unit price bid shall be considered full compensation for all pipe; fittings such as tees, bends, crosses, reducers, couplings, clamps, sleeves, plugs, caps, etc. shown on the drawings or required for satisfactory assembly and installation; trenching; pipe bedding; backfill; testing and disinfection (where required); TV inspections (if required); connecting; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**Z. BORING AND STEEL ENCASEMENT**

This item shall be paid for at the contract unit price per linear foot as shown on the drawings. The unit price bid shall be considered full compensation for boring and receiving pits, steel encasement, wood skids, casing spacers, concrete and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**AA. MANHOLES**

This item shall be paid for at the contract unit prices bid per each for the various types as shown on the drawings. The unit price bid shall be considered full compensation for gasketed frames, bolt down or standard covers, pipe/fittings, coatings, concrete, excavation, compaction, vacuum testing (where required), and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

**BB. MANHOLE ADJUSTMENT**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for installation of adjusting rings, removing and replacing field caps, mastic, vacuum testing, gaskets, coatings, concrete, grout, excavation, compaction, and for all other materials, labor, equipment, tools, and incidentals necessary to complete the work.

**CC. STUBS AND PLUGS**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for pipe, gasketed caps, sealant, and all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**DD. SEWER SERVICE CONNECTION**

This item shall be paid for at the contract unit price bid per each for the various types as shown on the drawings. The unit price bid shall be considered full compensation for pipe, fittings, plugs, caps, marking tape, trenching, backfilling, bedding, testing and all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**EE. SEWER SERVICE RECONNECTION**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for the pipe, fittings, plugs, caps, marking tape, trenching, backfilling, bedding, testing and all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**FF. LIFT STATION**

This item shall be paid for at the contract lump sum bid price. The lump sum price bid shall be considered full compensation for all coordination with the control and pump suppliers for all equipment which is being provided to the Contractor by the Owner or other parties and the construction of the lift station building; site piping; sitework; all equipment; relocation or placement of existing or new valve assemblies; all piping, controls and other miscellaneous items shown on the drawings or specified; electrical coordination; mechanical work; trenching; bedding; backfill; testing; seeding; grading; earthwork; insurance; bonds; utilities; installation; start-up; training; warranty; and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**GG. WATERLINE PIPE BY DIRECTIONAL DRILL**

This item shall be paid for at the contract unit price bid per linear foot as shown on the drawings. The unit price bid shall be considered full compensation for all pipe, drilling, drilling fluid, excavation, backfill, fittings, connecting, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**HH. VALVE ASSEMBLIES AND ANCHORED VALVE ASSEMBLIES**

This item shall be paid for at the contract unit price bid per each for the respective sizes as shown on the drawings. The unit price bid shall be considered full compensation for excavation, valve, valve box, pipe, anchor couplings, thrust blocks and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**II. BLOWOFF ASSEMBLY**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for pipe, cap, plug, coupling, valve, valve box, brass nipple, and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**JJ. TAPPING SLEEVES AND VALVE**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for sleeve, valve, and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**KK. FIRE HYDRANT ASSEMBLY**

This item shall be paid for at the contract unit price per each as shown on the drawings. The unit price bid shall be considered full compensation for trench and backfill, anchor tee, fittings, pipe, gate valve, valve box, concrete pad (as necessary), fire hydrant, thrust blocking and drain rock, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**LL. WATER SERVICE CONNECTION**

This item shall be paid for at the contract unit price bid per each for the various types as shown on the drawings. The unit price bid shall be considered full compensation for the pipe, fittings, plugs, caps, marking tape, excavation, trenching, backfilling, bedding, and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**MM. WATER SERVICE RECONNECTION**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for the pipe, fittings, excavation, trenching, backfilling, testing and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**NN. WATER METER VAULT**

This item shall be paid for at the contract lump sum price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for the master meter, vault, vault lid, valves, all interior piping, all exterior piping, fittings, trenching, pipe bidding, backfill, grading, site work, testing, fittings, doors or hatches, vents, drains, signs, installation, start-up and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**OO. BOOSTER PUMP STATION**

This item shall be paid for at the contract lump sum bid price. The lump sum price bid shall be considered full compensation for all coordination with the control and pump suppliers for all equipment which is being provided to the Contractor by the Owner or other parties and the construction of the pump station building; site piping; sitework; all equipment; relocation or placement of existing or new valve assemblies; all piping, controls and other miscellaneous items shown on the drawings or specified; electrical coordination; mechanical work; trenching; bedding; backfill; testing; seeding; grading; earthwork; insurance; bonds; utilities; installation; start-up; training; warranty; and for all other materials, equipment, tools, labor and incidentals necessary to complete the work.

**PP. FLOWABLE FILL**

This item shall be paid for at the contract unit price bid per linear foot of trench filled regardless of trench depth and/or pipe sizes. The limits of areas to be paid for are as shown on the drawings. The unit price bid shall be considered full compensation for all flowable fill, excavation, backfilling, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**QQ. WATERLINE ADJUSTMENT**

This item shall be paid for at the contract unit price bid per each as shown on the drawings. The unit price bid shall be considered full compensation for locating the existing waterline, excavation, trenching, pipe, fittings, blocking, backfilling, testing, and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**RR. TEMPORARY AND PERMANENT PROJECT SEEDING**

These items shall be paid for at the contract unit price bid per acre. The unit price bid shall be considered full compensation for furnishing seed, fertilizer, mulch, and water; ground preparation; application of seed, fertilizer and mulch as required by the drawings and specifications; watering as required in these specifications; and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

**SS. EROSION CONTROL**

This item shall be paid for at the contract lump sum price bid for installation at the locations as shown on the drawings or detailed. The unit price bid shall be considered full compensation for furnishing, installing, and maintaining all erosion control items necessary to meet the requirements of the Sediment and Erosion Control Details as shown on the drawings. Said price shall include inspecting, cleaning, and maintenance of the erosion control items as needed, and all materials, labor, equipment, tools, and incidentals necessary to establish and maintain a working system of erosion control throughout construction. This item shall include, but not be limited to sediment barriers, inlet protection, and temporary construction entrances. Also included in this item is removal of these barriers once a substantial stand of protective cover is established, as approved by the Engineer.

**TT. SITE DEMOLITION**

This item shall be paid for at the lump sum price bid and shall be full compensation for all demolition activities as shown on the drawings including but not limited to handling and disassembling of structures, complete or partial removal of the structure or elements of the structure, removing all waste material and debris from the site and grading all ground as shown on the drawings.

**UU. SITE CLEARING AND RESTORATION**

This item shall be paid for at the contract lump sum price bid. The lump sum price bid shall be considered full compensation for mobilization, clearing, grubbing of shrubs, trimming of trees and plants where permitted; removal of trees; removal and replacement of fences, sidewalks, pavements, culverts, and signs; removal of debris, placement of safety fencing, temporary fencing, removal and salvage of conflicting private improvements within the project area, minor shaping and grading of slopes for finished appearance, and clean-up. Removal, repair, and replacement of damaged pavements shall be considered subsidiary to site clearing and restoration. The price bid shall cover all incidental items affected by the work and for all other materials, equipment, tools, labor, and incidentals necessary to complete the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00  
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than thirty days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Contractor shall establish the schedule of values based on the bid form and Project Manual table of contents.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Engineer.
    - c. Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of EJCDC Document C-620 or as approved by the Engineer.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
6. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
- B. Application for Payment Forms: Use EJCDC Document C-620 or form provided by the Engineer as form for Applications for Payment.
- C. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- D. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Items shall be stored on-site to be eligible for payment of stored materials.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
  - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
  - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

E. Transmittal: Submit three signed original copies of each Application for Payment to Engineer.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
2. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.

G. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
6. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

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

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. 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.

B. Key Personnel Names: Prior to beginning construction, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list telephone numbers, and e-mail addresses for each person listed. Provide names and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. Post at project site. Keep list current at all times.

1.4 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Engineer.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: RFI shall be submitted on a form acceptable to Engineer.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.
2. Form shall include space for response by the Engineer.

D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 12:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 3 days of receipt of the RFI response.

## 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated. Contractor is responsible for the preparation of the agenda and meeting minutes associated with each project meeting unless otherwise indicated by the Engineer.
  1. Invitees: Engineer, Owner, the Superintendent, one person representing Contractor's office management and all subcontractors.
  2. Notification: Inform participants and others involved, and individuals whose presence is required, or date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days prior to the Notice to Proceed and/or start construction.
  1. Invitees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Project Contacts
      - 1) Owner's Representative
      - 2) Contractor's Superintendent
      - 3) Subcontractors
      - 4) Construction Staking
      - 5) Resident Inspector

- 6) Project Engineer
- 7) Permits
- 8) Testing
- 9) Safety
- 10) Security
- 11) Traffic Control

b. Coordination

- 1) Subcontractors and Construction Staking
- 2) Utilities
- 3) List of Emergency Numbers and Contact Persons
- 4) Other Contractors
- 5) Owner's Use of Building(s)/Site
- 6) Permits
- 7) Safety
- 8) Security
- 9) Traffic Control

c. Contract Documents

- 1) Contract Status
- 2) Notice to Proceed
- 3) Additional Sets for Contractor and Others
- 4) Sales Tax Exemption Status
- 5) Other

d. Contract Administration

- 1) Owner – Engineer – Contractor Relationships
  - a) Owner – Engineer – Contractor Relationships
  - b) Lines of Communications
  - c) DBE Participation/Grant Requirements/Documentation
  - d) Issue Resolution
- 2) Construction Progress Schedule
- 3) Substantial Completion - Date
- 4) Final Acceptance – Date
- 5) Liquidated Damages (Substantial Completion)
- 6) Liquidated Damages (Final Completion)
- 7) Request for Information
- 8) Request for Material Substitution
- 9) Extra Work Claims
- 10) Change Orders – Procedure and Form
- 11) Partial Payments

- a) Frequency
- b) Procedure and Form
- c) Payment Schedule
- d) Materials Stored
- e) Retainage

e. Quality Control and Submittals

- 1) Shop Drawings
- 2) Material Submittals
- 3) Mix Designs
- 4) List of Material Suppliers

f. Special Considerations

- 1) Staging area and construction office site
- 2) Waste Sites
- 3) Discussion of Construction
- 4) Site Access/Haul Routes
- 5) Contractor Parking
- 6) Construction Phase/Sequence
- 7) Contractor's Working Hours
- 8) Resident Engineer Field Office
- 9) Safety
- 10) Traffic Control
- 11) Sediment/Erosion Control
- 12) Miscellaneous

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

SECTION 01 32 00  
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.

1.2 INFORMATION ONLY SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

1.3 COORDINATION

- A. Coordinate Contractor's construction schedule with the drawings, schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by Change Order.

B. Activities: Outline a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define duration anticipated for each activity, unless specifically defined in the drawings or Project Manual.
2. Procurement Activities: Include procurement process activities for the long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times as outlined in Division 01. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Allow time for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Recovery Schedule: When periodic update indicates the Work is behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished. Changes to working hours and working days shall be approved in writing by the Owner and/or Engineer prior to implementation by the Contractor.

## 2.2 REPORTS

A. Daily Construction Reports: When indicated on the drawings, the Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.

5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: Coinciding with the Applications for Payment, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified for coordination with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 32 33  
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

1.2 INFORMATION ONLY SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs. Provide the following information with each image description in file metadata tag:

1. Name of Project.
2. Name and contact information for photographer.
3. Name of Engineer.
4. Name of Contractor.
5. Date photograph was taken.
6. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
7. Unique sequential identifier keyed to accompanying key plan.

1.3 USAGE RIGHTS

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

## PART 2 - PRODUCTS

### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- B. Digital Video Recordings: Provide high-resolution, digital video disc in format acceptable to Engineer.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- B. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take photographs throughout construction as required to show progress of construction. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as project record documents.

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

- A. Information Only Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- B. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows:
  1. Time for review shall commence on Engineer's receipt of submittal.
  2. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  3. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  4. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.

C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Contractor shall generate a separate email for each submittal. Each email shall contain only 1 pdf document.
2. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
3. Name file with submittal number or other unique identifier, including revision identifier.
4. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
5. Transmittal Form for Electronic Submittals shall contain the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Engineer.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Related physical samples submitted directly.
  - j. Indication of full or partial submittal.

D. Material Submittals:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form enabling navigation to each item.
2. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
3. Transmittal Form for Material Submittals shall contain the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Engineer.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Related physical samples submitted directly.
  - j. Indication of full or partial submittal.

- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: Contractor shall provide, in writing, a record of relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Contractor shall furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Engineer will return review comments as an electronic Project record document file.
    - b. Product samples shall be delivered directly to the Engineer's mailing address.
- B. 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 unless submittal based on Engineer's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. 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 22 by 36 inches.
3. Submit Shop Drawings as a PDF electronic file.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
  - a. Description of Sample.
  - b. Product name and name of manufacturer.
  - c. Sample source.
  - d. Number and title of applicable Specification Section.
  - e. Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work shall be designated as Owner's property or the property of the Contractor.

- D. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- E. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- F. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. 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.
- G. Preconstruction Test Reports: Submit 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 in the Contract Documents.
- H. Compatibility Test Reports: Submit 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.
- I. Field Test Reports: Submit written reports 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 in the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Information Only Submittals: Review each submittal and check for coordination with other Work of the Contract and 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.

END OF SECTION

SECTION 01 57 13  
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes stormwater pollution control measures to significantly reduce erosion and to prevent sediment and other runoff generated pollutants from leaving the site during construction. Section 402 of the Clean Water Act established the National Pollutant Discharge Elimination System (NPDES) to regulate the discharge of pollutants from point sources. The Kansas Department of Health and Environment (KDHE), Bureau of Water, Industrial Programs Section has been given the authority to issue a General NPDES Permit for this project, and the Owner will obtain this permit by submitting a Notice of Intent (NOI) to the KDHE.
- B. One requirement of the General NPDES Permit is that a Storm Water Pollution Prevention Plan (SWPPP) be developed. If the permit is required, the Owner has developed a standard SWPPP for this project that references standard drawings and specifications, inspection and maintenance report forms, requirements for the contractor's Site-Specific Erosion Control Schedule, and other miscellaneous details and information pertaining to erosion and sediment control on the site during construction.

1.2 REFERENCES

- A. EPA Storm Water Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices.
- B. "Protecting Water Quality", a field guide to erosion, sediment, and storm water best management practices for development sites in Missouri and Kansas.
- C. KDOT Standard Specifications for State Road and Bridge Construction.
- D. KDOT Temporary Erosion Control Manual: A Guide for the Design, Installation, Inspection, and Maintenance of Temporary Erosion Control Measures in Kansas, January 2007.

1.3 SUBMITTALS

- A. Site-Specific Erosion Control Schedule (prior to construction activity).
- B. All Products and Materials

## PART 2 - PRODUCTS

### 2.1 SILT FENCE

- A. Provide silt fence materials as shown on the standard details, and in compliance with the requirements of AASHTO M 288 for unsupported silt fence, with 4 foot maximum post spacing.

### 2.2 BIODEGRADABLE FIBER LOGS

- A. Provide commercially available biodegradable fiber logs manufactured from rice straw, excelsior wood fiber, coconut fiber, jute, or other biodegradable material bound with an open mesh fabric of jute or light-weight plastic. The Owner/Engineer will accept the biodegradable logs based on compliance with dimensional and other requirements shown in the Contract Documents, and visual inspection of the installed material.

### 2.3 GEO-RIDGE PERMEABLE BERM

- A. Provide Geo-Ridge Permeable Berm<sup>TM</sup> manufactured by Nilex Corporation, or approved equal. Berms shall be constructed of a UV stabilized HDPE and designed to allow water to flow through while sediment and debris are collected on the berm. The berm shall be placed perpendicular to the flow of water as a continuous line barrier, attached to the ground using wire staples.

### 2.4 TRIANGULAR SILT DIKE

- A. Provide Triangular Silt Dike<sup>TM</sup> manufactured by the Triangular Silt Dike Company of Oklahoma, or approved equal. The triangular silt dikes shall be installed at the tow or slope of the ditch to contain sediment and shall be placed perpendicular to the flow of water as a continuous line barrier. Temporary dikes shall be triangular shape having a height of at least 8 inches in the center with equal sides. The outer cover shall be a woven geotextile fabric placed around the inner urethane foam material and shall be attached to the ground using wire staples.

**2.5 EROSION CONTROL BLANKET/TURF REINFORCEMENT MAT**

- A. Erosion Control Blanket shall be Curlex® II Erosion Control Blanket (ECB) as manufactured by American Excelsior Company or approved equal. The ECB shall contain a specific cut of seed free Great Lakes Aspen curled wood excelsior with 80% of the fiber  $\geq$  6 inches in length. It shall be of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with green polypropylene netting containing oxo-biodegrader additive. ECB shall be provided in rolls in widths of 4, 8, 12 and 16 feet as appropriate for the application. ECB performance capabilities shall be determined by ASTM D 6459 and ASTM D 6460. Turf reinforcement mat shall be as specified on the project drawings.
- B. Staples shall be a minimum 4" biodegradable E-Staple® or 6" wire for cohesive soils and 6" biodegradable E-Staple® or 8" wire for non-cohesive soils or an approved equal product. Staples for turf reinforcement mat shall be in accordance with manufacturer's specifications and installation guidelines.

**2.6 INLET BARRIER**

- A. Provide inlet barrier materials as shown on the drawings.

**2.7 TEMPORARY FERTILIZER, SEED, AND MULCH**

- A. Provide temporary fertilizer, seed mix, and mulch in accordance with local authority having jurisdiction requirements. If no local requirements exist, provide temporary fertilizer, seed mix, and mulch according to the latest KDOT recommendations.

**PART 3 - EXECUTION**

**3.1 GENERAL REQUIREMENTS**

- A. Comply with storm water pollution control requirements in accordance with the KDHE general NPDES permit, the SWPPP, and any other applicable city or county permits, and any other governing agency regulations.
- B. Limit the soil exposed during construction as much as practically possible. Restrict activities which expose soil to stormwater flow in ditches, gullies, and/or steep hillsides that carry higher waters during rainfalls.

### 3.2 STORM WATER POLLUTION PREVENTION PLAN

- A. The SWPPP references Standard Specifications and Drawings pertaining to temporary erosion and pollution control, inspection and maintenance reports (completed by the Resident Project Representative), and the Contractor's Erosion Control Schedule (see below).
- B. Before any construction activities begin on the project, the Contractor, and subcontractor who will implement any measures identified in the SWPPP, is required to certify that he understands the terms and conditions of the general NPDES permit. Submittal of bid shall be considered certification by the Contractor.
- C. Submit to the Owner/Engineer a schedule for the implementation and maintenance of erosion and pollution control work during the various phases of construction. Submit the schedule before the preconstruction conference, before any work on the project is done. No work on the project is allowed until the Owner/Engineer has accepted the schedule. Submit a schedule that contains, as a minimum, the following information:
  1. A site description, including:
    - a. the nature of the activity,
    - b. intended sequence of major construction activities,
    - c. the total area of the site,
    - d. the area of the site that is expected to undergo excavation,
    - e. a site map, with:
      - 1) area of soil disturbance,
      - 2) outline of areas which will not be disturbed,
      - 3) location of major structural and non-structural controls,
      - 4) areas where stabilization practices are expected to occur.
  2. A description of controls:
    - a. erosion and sediment controls, including:
      - 1) stabilization practices for all areas disturbed by construction,
      - 2) structural practices for all drainage/discharge locations,
    - b. other controls, including:
      - 1) waste disposal practices which prevent discharge of solid materials into waters of the U.S.,
      - 2) measures to ensure compliance with state or local waste disposal, sanitary sewer, or septic system regulations,

- 3) description of the timing, during the construction, of when the measures will be implemented, including permanent erosion control items when required in the Contract.
3. Acknowledgment that State and Local requirements have been included in the plan.
4. A description of maintenance procedures for control measures identified in the plan.

D. Use temporary erosion and pollution control measures to control erosion resulting from the construction of the project. Use temporary erosion and pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment from storm water runoff from the construction site. Coordinate temporary erosion and pollution control measures with the construction of permanent erosion control features to provide continuous erosion control. Schedule construction of drainage structures and permanent erosion control features as soon as practical.

Initiate temporary erosion and pollution control measures as soon as practical, within 14 calendar days after construction activities have temporarily or permanently ceased on a portion of the project site. Exceptions to this requirement are as follows:

1. If implementations of erosion and pollution control measures are precluded by snow cover, undertake such measures as soon as practical.
2. If construction activities will resume on the portion of the project site within 14 calendar days, temporary erosion and pollution control measures do not have to be initiated.

E. If on-site or Owner furnished off-site borrow areas are to be excavated below the ground water elevation, construct a permanent berm around the borrow area to prevent storm water runoff from entering the excavated area.

F. Restrict construction operations in rivers, streams, and other water impoundments to those areas that must be entered for the construction of temporary or permanent structures. When no longer required, promptly remove all falsework, piling, temporary crossings, and other obstructions caused by the construction. Do not ford live streams with construction equipment.

G. Accomplish temporary erosion and pollution control with berms, slope drains, ditch checks, slope barriers, sediment basins, inlet sediment barriers, seeding and mulching, and erosion control blankets. Implement these measures as necessary, at any time of the year.

H. Install and maintain temporary erosion and pollution control devices as shown in the Contract Documents, or as dictated by weather conditions, actual site conditions, construction procedures, and as directed by the Owner/Engineer. If temporary erosion and pollution control is not implemented and maintained according to the approved schedule, all work on the project will cease until conditions are brought back into compliance.

### 3.3 TEMPORARY BERMS

A. Use temporary berms to divert storm runoff to stabilized slopes or temporary slope drains. Construct temporary berms to the approximate dimensions shown in the Contract Documents. Compact the berms, until no further consolidation is observed, using a dozer track, grader wheel, or other equipment.

### 3.4 TEMPORARY SLOPE DRAINS

A. Use temporary slope drains to carry storm runoff down fill slopes and cut backslopes. Construct the temporary slope drains according to the details shown in the Contract Documents.

### 3.5 TEMPORARY DITCH CHECKS

A. The Contractor has the option to use any of the materials for temporary ditch checks that are listed on the Standard Plan Sheets. Construct the temporary ditch checks according to the details shown in the Contract Documents. When deposits reach approximately  $\frac{1}{2}$  the height of the temporary ditch check, remove and dispose of the accumulated sediment.

### 3.6 TEMPORARY SLOPE BARRIER

A. The Contractor has the option to use any of the materials for temporary slope barriers that are listed on the Standard Plan Sheets. Construct the temporary slope drains according to the details shown in the Contract Documents. If temporary biodegradable logs or straw or hay bales are used, when deposits reach approximately  $\frac{1}{2}$  the height of the log or bale, remove and dispose of the sediment. If temporary silt fence is used, supplement the silt fence with a support fence, if the hydraulic and sediment loading dictate. Reduce the post spacing and drive the posts deeper in the ground in low areas and soft, swampy ground. Remove and dispose of sediment deposits when the deposit approaches  $\frac{1}{3}$  the height of the silt fence.

### 3.7 TEMPORARY SEDIMENT BASINS

- A. Before constructing the temporary sediment basin, clear the area of all vegetation. Construct the temporary sediment basin with a wide cross-section and a minimum grade. Construct the temporary sediment basin as shown in the Contract Documents. Dispose of excess excavated material. When deposits reach approximately 1/3 the depth of the structure, remove and dispose of the accumulated sediment.

### 3.8 TEMPORARY INLET SEDIMENT BARRIER

- A. The Contractor has the option to use any of the materials for temporary inlet sediment barriers that are listed on the Standard Plan Sheets. Construct the temporary inlet sediment barriers according to the details shown in the Contract Documents. If temporary silt fence is used, reduce post spacing and drive the posts deeper into the ground in low areas and soft, swampy ground. When deposits reach approximately 1/3 the height of the silt fence, remove and dispose of the sediment. If temporary triangular silt dike and straw or hay bales are used, when deposits reach approximately ½ the height of the silt dike or bales, remove and dispose of the sediment.

### 3.9 TEMPORARY STREAM CROSSING

- A. The Contractor has the option to use any of the materials for temporary stream crossings that are listed on the Standard Plan Sheets. Construct the temporary stream crossings according to the details shown in the Contract Documents. If the Contractor's operations require a temporary stream crossing, and one is not shown as a bid item in the Contract Documents, the Contractor may install a temporary stream crossing according to the details in the Contract Documents, at his expense. Comply with all applicable rules, regulations and state laws, and obtain all required permits.

### 3.10 TEMPORARY FERTILIZER, SEED, AND MULCH

- A. Prepare the seedbed, fertilize, seed, and mulch in accordance with local authority having jurisdiction requirements. If no local requirements exist, provide temporary fertilizer, seed mix, and mulch according to the latest KDOT recommendations.

### 3.11 EROSION CONTROL

- A. Place erosion control according to the requirements of Division 900 of the KDOT Standard Specifications, the SWPPP, and the approved site specific Erosion Control Plans and Notes.

**3.12 EROSION CONTROL BLANKET/TURF REINFORCEMENT MAT**

- A. Installation: Erosion control blanket or Turf Reinforcement Mat shall be installed in accordance with manufacturer's Installation Guidelines, Staple Pattern Guides, and CAD details. The extent of erosion control blanket shall be as shown indicated on the project drawings.

**3.13 INLET BARRIER**

- A. Inlet Barrier shall be installed per the manufacturer's guidelines, specifications, and details. Inlet barriers shall be installed at locations as shown on project drawings at a minimum, and as required during construction.

**3.14 MAINTENANCE AND REMOVAL OF TEMPORARY EROSION AND POLLUTION CONTROL DEVICES**

- A. Maintain the integrity of the temporary erosion and pollution control devices as long as they are necessary to contain sediment runoff. Inspect the temporary erosion and pollution control devices immediately after each rainfall. Inspect the temporary erosion and pollution control devices at least daily during prolonged rainfall. Correct any deficiencies immediately. Contractor shall remove the temporary devices erosion control as directed by the Engineer. After removal of the temporary erosion and pollution control devices, remove and dispose of the silt accumulation. Grade, fertilize, seed, and mulch any bare areas.

**END OF SECTION**

SECTION 01 71 23  
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.

1.2 QUALITY ASSURANCE

- A. Surveying/Engineering Firm Qualifications: A surveying or engineering firm that is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing construction staking/layout services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and/or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents submit a Request for Information to Engineer according to requirements in Division 01.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey, horizontal control points and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a qualified engineering or surveying firm to lay out the Work using accepted surveying practices.
  1. Establish benchmarks and horizontal control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish limits on use of Project site.
  3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  4. Set alignment offset stakes, as required.
  5. Set intermediate elevation hubs, as required.
  6. Set offset hubs for structures/foundations, as required.
  7. Set batter boards for trench installation, as required.
  8. Set stringlines as required.
  9. Check the location, level and plumb, of every major element as the Work progresses.
  10. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
  11. Collect location and elevation data for underground features prior to backfill for record drawing documentation.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.
- F. Provide field notes of construction survey to Engineer.

#### 3.4 FIELD ENGINEERING

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

END OF SECTION

SECTION 03 30 00  
CAST-IN-PLACE CONCRETE

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Work performed under this section consists of cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for structures and pavements in locations or, over the areas as shown on the Drawings in conformance with the dimensions, lines, grades, thicknesses, and typical sections shown on the Drawings or established by the Engineer.

**1.2 DEFINITIONS**

- A. The following are industry abbreviations.
  - 1. ASTM: ASTM International
  - 2. AASHTO: American Association of State Highway and Transportation Officials
  - 3. ACI: American Concrete Institute
  - 4. CRSI: Concrete Reinforcing Steel Institute
  - 5. RPR: Resident Project Representative

**1.3 ACTION 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.
- C. 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.

**1.4 INFORMATION SUBMITTALS**

- A. Material certificates, test reports or manufacturer data sheets showing that the materials or products being supplied comply with these specifications. At a minimum these shall include:

1. Portland Cement and other cementitious materials
2. Flyash
3. Aggregate
4. Metal reinforcement and accessories
5. Fiber reinforcement
6. Waterstops
7. Admixtures
8. Concrete embedments
9. Anchor bolts

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment and certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstop: Store waterstop under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

# PART 2 - PRODUCTS

## 2.1 CEMENTITIOUS MATERIALS:

- A. Portland Cement: ASTM C 150, Type I or Type II.
- B. Fly Ash : ASTM C 618, Class F or C
- C. Silica Fume: ASTM C 1240, amorphous silica

## 2.2 AGGREGATES

A. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, well graded. Provide aggregates from a single source.

1. Coarse Aggregate: ASTM C 33, Size #67 gradation or approved alternate (See Table 1). The nominal maximum size of the coarse aggregates shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of slabs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least.

TABLE 1					
Sieve Size	1	¾	3/8	4	8
% Retained	0	0-10	45-80	90-100	95-100

2. Fine Aggregate: Fine aggregate shall consist of clean, hard, durable, uncoated siliceous or calcareous particles and free of materials with deleterious reactivity to alkali in cement within the limits shown in Table 2. The Fineness Modulus (F.M.) of the fine aggregate furnished shall be not less than 2.5 nor more than 3.4 when determined by using a sieve series consisting of the No. 4, 8, 16, 30, 50 and 100 sizes. After acceptance of a gradation for use in the work the F.M. shall not vary more than + 0.2.

TABLE 2						
Sieve Size	3/8	4	8	16	30	50
% Retained	0	0-5	0-20	15-50	40-75	70-90

3. Deleterious substances in aggregates shall not exceed the following percentages by weight when tested under the designated ASTM method.

TABLE 3			
	Coarse	Fine	Test
Material Passing No. 200 Sieve	1.0	3.0	C117
Shale	0.5	0.5	C123
Soft Friable Pieces	0.5	0.5	C142
Sticks (wet)	0.1	0.1	
Coal	0.3	0.3	C123
Clay Lumps (wet, on No. 4 Sieve)	1.5	0.3	C142

4. The Fineness Modulus (F.M.) of the fine aggregate furnished shall not be less than 2.5 nor more than 3.4 when determined by using a sieve series consisting of the No. 4, 8, 15, 30, 50 and 100 sizes. After acceptance of a gradation for use in the work the F.M. shall not vary more than +0.2.

5. Stockpiles – Aggregates shall be stockpiled by building up free-draining horizontal layers not greater than 4 feet in thickness. Aggregates that have become mixed with earth or foreign material shall not be used. If the water content in coarse aggregate is below that which the aggregate will absorb, such aggregate shall be wet down at least 12 hours in advance of the time the mix is to be batched.
6. Aggregate Tests
  - a. General – All aggregates proposed by the Contractor for use in the work shall be certified by an approved Testing Laboratory as complying with the above requirements covering deleterious materials and gradation. In addition, unless waived by the Engineer, certified tests also shall be provided in accordance with Paragraphs (b) thru (e) below. All costs of testing shall be borne by the Contractor.
  - b. Soundness – Coarse aggregate for concrete when tested for soundness with magnesium sulfate in accordance with ASTM Standard C88 shall have a total loss not greater than 18% by weight.
  - c. Abrasion – The percentage of wear of the coarse aggregates by the Los Angeles Abrasion Test, ASTM C131, shall be less than 40%.
  - d. Absorption – Coarse aggregate for concrete shall have an absorption limit of 4% or less, as determined by ASTM C127.
  - e. Mortar Strength – Fine aggregates shall be of such quality that when made into a mortar and tested in accordance with ASTM C87 the mortar shall develop compressive strengths at 7 and 28 days of not less than 100 percent of that developed by the control mortar specified in C87.

## 2.3 ADMIXTURES

- A. Admixtures are defined by these specifications as a material, other than Portland Cement, aggregate or water, added to concrete to modify its properties. The following admixtures shall be used when required and may be used when permitted.
  1. Air-Entraining Admixture: ASTM C 260.
  2. 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.
    - a. Water-Reducing Admixture: ASTM C 494, Type A, F & G.
    - b. Retarding Admixture: ASTM C 494, Type B & D.
    - c. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
    - d. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

- e. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
- f. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

2.4 WATER: ASTM C 94, Potable.

2.5 METAL REINFORCEMENT:

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Welded Steel Wire Fabric: ASTM A185. Fabric shall conform to the size and dimensions shown on the Drawings.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 615, Grade 60, deformed bars epoxy-coated. Epoxy coated reinforcement shall be used where shown on the Drawings.
- D. Joint Dowel Bars: ASTM A615, Grade 40, of the diameter, length and style as shown on the Drawings.
- E. Tie Bars: ASTM A 615, Grade 60, deformed, of the diameter, length and spacing as shown on the Drawings.

2.6 FIBER REINFORCEMENT:

- A. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III. Fibers shall be  $\frac{3}{4}$ " in length.

2.7 MISCELLANEOUS ITEMS:

- A. Waterstop: Extruded PVC material complying with all current requirements of Corps of Engineers Specification CRD-C-572. Waterstop profile, size and other requirements to be selected based upon intended use. All waterstops to be submitted for approval per these specifications.
- B. Joint Sealing Compound shall be where shown on the Drawings. Refer to Section 32 13 13 for specific requirements.

2.8 FORMING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels constructed of plywood, metal, or other approved panel materials that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- G. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

## PART 3 - EXECUTION

### 3.1 PROPORTIONING

- A. Concrete mixes are to meet the requirements of Table 4 with mix proportions complying with ACI 211.

TABLE 4

Concrete Class <sup>(1)</sup>	Concrete Strength		Maximum Water/Cement Ratio	Air Entrainment (%)	Slump (in.)
	Compressive $f_c$ (psi)	Flexural MR (psi)			
Class I					
Slabs & Walks	4000	500		5 +/- 1	2 to 5
Pavement	4000	650	.45	5 +/- 1	1 to 3
Curbs & Gutters	4000	650	.45	5 +/- 1	1 to 3
Structures & Walls	4000	n.a.	.45	5 +/- 1	2 to 5
Foundations	4000	n.a.	.45	5 +/- 1	2 to 5
Class II	3000	n.a.	n.a.	6 +/- 1	1 to 3

- 1) The Class of concrete to be used in the various parts of the work shall be as specified herein or as noted on the drawings. Where no specific class has been designated, Class I concrete shall be used.

- B. Fly ash conforming to ASTM C 618, Class F or C may be used to replace a maximum of 20% of the cement.
- C. Coarse Aggregate and Fine Aggregate shall be combined in such proportions that the limits of the total aggregate retained on the No. 4 mesh sieve will be a minimum of 30% and a maximum of 50%.
- D. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, ASTM C 1116 and ACI 304R, and furnish batch ticket information to the RPR or Contractors Site Superintendent.
- E. Site batched and mixed concrete is not allowed by the provisions of this specification. Should the Contractor seek to utilize site prepared concrete, separate application for approval shall be submitted to the Engineer including, but not limited to, plans for batching facility, quality control, material handling, etc.

### 3.2 FORMS

- A. Forms shall conform to the shape, lines and dimensions of the concrete as shown on the Drawings. Forms shall be provided for all vertical surfaces. The materials, design, and construction of formwork shall conform to the applicable portions of the American Concrete Institute Standard "Recommended Practice for Concrete Formwork" (ACI 347) and to these specifications.
- B. The design of the formwork shall be the responsibility of the Contractor.

- C. Forms shall be built true to line and shall be mortar-tight and sufficiently rigid to prevent displacement or bulging between supports. Bends, chamfers and other offsets shall be provided when the forms are built. Joints shall be kept to a minimum and framing shall solidly back all joints.
- D. Before forms are placed, material to form exposed surfaces shall be oiled thoroughly. Forms for unexposed concrete may be oiled at the Contractor's option. All forms not oiled shall be wetted immediately before placing concrete and points at which water has gathered within the forms shall be drained.
- E. The removal of forms shall not be started until the concrete has attained the necessary strength to support its own weight and any construction loads. Forms shall not be removed before the expiration of 30 hours from any construction. Forms supported by false work shall not be removed until the concrete has attained its design strength.

### 3.3 REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."
- B. Prior to positioning, reinforcing steel shall be cleaned of all loose mill scale and rust or coatings which might prevent or reduce bond. Reinforcement shall be positioned accurately and secured against any displacement by using annealed iron wire ties or suitable clips and be supported by suitable metal supports, spacers or hangers. All reinforcing shall be in place and securely fastened before placing any concrete.

### 3.4 EPOXY-COATED REINFORCEMENT

- A. In order to protect the coated reinforcement from damage, the Contractor shall use padded or nonmetallic slings and padded straps. Bundled bars shall be handled in a manner which will prevent excessive sagging of bars which will damage the coating. The bundled bars shall not be dropped or dragged and must be stored on wooden cribbing. If, in the opinion of the Engineer, the coated bars have been extensively damaged, the material will be rejected. The Contractor may propose for the approval of the Engineer, alternate precautionary measures.

- B. The bars shall be fabricated and placed as shown on the Drawings and as specified. All bending should be done around nylon coated pins or wooden mandrels. The rate of bending may have to be reduced for some bar sizes to minimize cracking or disbonding of the coating. Any visible evidence of cracking or disbonding of the coating in the bent area of bars bent in accordance with the plan requirements may be patched with approval of the Engineer, except that a hairline crack, 0.003 inch or less, at the base of the deformation will not be cause for rejection nor will patching of these cracks be required. All patching shall be done promptly after bending. Bars shall not be shipped until patching material has lost all tackiness.
- C. Plastic-coated tie wires approved by the Engineer shall be used in the assembly of the coated bars in the structure to protect them from physical damage.
- D. Patching material shall be applied to all sheared ends and contact areas for hangers or couplers. Patching materials shall be applied to all damaged areas at the points of occurrence, such as the initial application, fabrication, destination or installation points with the following exception. Damaged areas of coating not more than 0.2 inch across at the widest point of exposed area of bare steel and occurring no more than six in any lineal foot of coated bar need not be repaired.
- E. Areas to be patched shall be clean and free of surface contaminants. They shall be promptly treated in accordance with the resin manufacturer's recommendations and before detrimental oxidation occurs.

### 3.5 PLACING CONCRETE

- A. Concrete placement to be in accordance with ACI 301, 304, 318 and 302.
- B. In the case of special site conditions and/or when requested by the Engineer, the method selected by the Contractor to place the concrete shall be submitted for approval along with sufficient details and data to review the procedure.
- C. Cold-Weather Placement: Comply with ACI 306 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°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.

D. Hot-Weather Placement: Comply with ACI 305 and as follows:

1. Maintain concrete temperature below 90°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.

3.6 CURING OF CONCRETE

A. All concrete surfaces shall be protected to insure that loss of moisture from the surface is held to a minimum for a period of at least seven (7) days following initial set. Concrete damaged by improper curing shall be subject to removal and replacement as directed. The method of curing, regardless of type, will not relieve the Contractor of his responsibility to provide concrete having required strength and surface finish. Unless otherwise specified for a specific item of work, the prevention of the loss of moisture from the concrete surface shall be accomplished by one of the following methods:

1. Surface maintained continuously wet by sprinkling or inundation.
2. Covering with burlap mats kept continuously wet.
3. Covering surfaces with 4 mil polyethylene sheeting. Splices shall be made with a minimum lap of 4 inches and sealed with tape. Materials to be approved by the Engineer.
4. Application of a membrane curing compound approved by the Engineer

B. Forms left in place during the specified curing period shall be sprinkled and maintained moist as required to prevent rapid drying of the concrete;

C. Other methods of curing as may be approved by the Engineer.

3.7 CONTROL TESTS

A. All concrete and concrete materials used in the work shall be tested as directed by the Engineer. The Contractor shall provide material for all samples and test specimens required.

- B. So long as the Contractor's work progresses in an orderly and reasonable manner the costs of field sample preparation and testing of all specimens will be borne by the Owner. Should the Contractor use methods or procedures that require unreasonable or excessive field testing to determine whether specification requirements are being met, or if field testing is performed with continued negative results that indicate the Contractor's methods or procedures are not adequate to provide the specified results, the Engineer shall notify the Contractor in writing that the costs of all additional testing beyond specific limits, which shall be set out in the written notice for the particular area or material in question, shall be the responsibility of the Contractor.
- C. Control tests which will be conducted on a continuing basis include:
  - 1. Slump Test: (ASTM-C143) as directed during concrete placement.
  - 2. Yield Test: (ASTM-C138) as directed during concrete placement, generally once each day during concrete placement.
  - 3. Compressive Strength: (ASTM-C39) two (2) test specimens plus (1) spare for each 50 cubic yards or less of each class of concrete placed during one day's operation to be tested at 7 and 28 days. Test specimens to be prepared in accordance with ASTM-C31.
  - 4. Flexural Strength: (ASTM-C78) as directed during concrete placement, two (2) test specimens plus (1) spare for each day's placement of more than 50 CY. Test specimens to be prepared in accordance with ASTM-C31.
  - 5. Air Entrainment: (ASTM-C231) as directed during concrete placement, generally at least once each day during concrete placement.

### 3.8 DEFECTIVE CONCRETE

- A. Deficient Strength: Where the results of strength tests indicate concrete which fails to conform to these specifications, additional test specimens shall be taken, in accordance with ASTM C42, from the questioned areas, as directed by the Engineer. If the strength indicated by these core samples meets the specification requirements the concrete will be accepted. In the event that the core tests fail to meet the specifications, all concrete represented by the deficient test specimen shall be removed and replaced by the Contractor at no additional cost to the Owner. The cost of all coring and testing, including satisfactory patching of core holes, shall be borne by the Contractor.
- B. Defective Area: Areas of concrete which are defective for reasons other than strength (i.e. Honeycombs, finish irregularities, misalignment of forms, etc.) shall be repaired by methods approved by the Engineer. When in the opinion of the Engineer satisfactory repairs cannot be made the defective concrete shall be removed and replaced by the Contractor at no additional cost to the Owner.

### 3.9 CONSTRUCTION

- A. The Contractor shall ensure all pipe, pipe sleeves, reinforcing and other embedment's are properly set and placed prior to any concrete pours. Concrete items shall be constructed to the detailed thickness and to the lines and grade as shown on the Drawings.
- B. After the specified curing period, the faces of all joints to be sealed shall be thoroughly cleaned, using compressed air, sweeping, brooming or other methods approved by the Engineer. The faces of the joint shall be dry after being thoroughly cleaned, and filled with joint sealing compound using a nozzle designed to completely fill the joint.
- C. Joints shall be filled to within the top surface, but in no case shall they be overfilled. Upon completion of the joint sealing operations, all excess material and foreign material shall be removed from the concrete surface.
- D. Finishing of Related Unformed Surface: Equipment or structure foundations, floor slabs and steps shall receive a troweled finish. Slabs to receive a coating shall have a finish as recommended by coating manufacturer.
- E. All surfaces exposed to view which have been in contact with the forms shall receive a smooth rubbed finish in accordance with ACI 30. All air bubbles shall be filled flush with a bonding grout before final rubbing as specified above.

END OF SECTION

SECTION 31 10 00  
SITE CLEARING

PART 1 - GENERAL

1.1 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, removing; and in place abandoning of site utilities.

1.2 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. 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 in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, to dripline or as indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

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

#### 1.4 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, videotape, or digital media.

#### 1.5 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 unless directed in writing by Owner or appropriate rights-of-way/easements are in place. Unless otherwise indicated, Contractor is responsible for staking the limits of rights-of-way or easements.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store within the Right-of-way or where indicated on the plans.
- D. Utility Locator Service: Notify Kansas One Call, phone 1-800-DIG-SAFE before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant protection measures are in place.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 - Earth Moving.
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

## 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. Flag each tree trunk at 48 inches above the ground. Erect temporary construction fence at dripline of trees/shrubs/vegetation to be protected.
- 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 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants not specifically designated for removal on the drawings.
- B. Unauthorized Tree/Plant Removal on Public Property: If trees/plants not designated for removal are removed from public property or right-of-way, the contractor shall be charged damages equal to \$200.00 for each inch in diameter of the tree removed, measured at 3 feet above the ground. Said damages shall be deducted from the project payment that is to be made to the contractor.
- C. Unauthorized Tree/Plant Removal on Private Property: If tree/plants not designated for removal are removed from easements on private property, the contractor shall pay the landowner within whose property said easement is located an amount equal to \$200.00 for each inch in diameter of the tree removed, measured at 3 feet above the ground. In addition to the aforementioned payment of \$200.00 per caliper inch, the contractor shall also replace all non-designated trees that are removed. The replaced deciduous trees shall be a minimum of 10 feet in height and be of the same species as the removed tree or a substitute approved by the landowner. Replaced conifers shall be a minimum of 6 feet in height and be of a species approved by the landowner.

### 3.3 PROTECTION OF EXISTING IMPROVEMENTS

- A. Work around and protect all structures, fences, pavement or other improvements not in direct conflict with construction. Contractor shall bear all costs for the removal, resetting, replacement, adjustment and/or repair of improvements not in conflict with construction that are impacted by Contractor's operations.

### 3.4 EXISTING UTILITIES

- A. 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.
- B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- C. 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 Owner not less than ten days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

### 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 12 inches 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. In areas outside of engineered fill, place fill material in horizontal layers not exceeding a loose depth of 6 inches, 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 unless otherwise indicated in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches 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.
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds the quantity used to construct the project or indicated to be stockpiled.

### 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, sidewalks, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut a long line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
- C. Remove other site improvements as indicated, including, but not limited to, fences, signs, footings/foundations, mailboxes, and outbuildings.

### 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.

END OF SECTION



SECTION 31 20 00  
EARTH MOVING

PART 1 - GENERAL

1.1 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. Granular Drainage Fill for concrete slabs-on-grade and pavement.
4. Subbase course for concrete walks, pavements, or asphalt paving.
5. Subsurface drainage backfill for walls, trenches, and subbases.
6. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.2 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. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe. Bedding shall be an approved material and shall be placed based on the pipe and soil conditions.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Granular Drainage Fill: Durable aggregate layer providing drainage under pavement and structures.

E. Filter Materials: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand.

F. Controlled Low Strength Materials (Excavatable Flowable Fill): Blend of Portland Cement, fly ash, fine aggregate, and water admixtures used to fill an excavation as an alternate to backfill.

G. Impervious Material: Used to provide a relatively impermeable barrier to reduce seepage. Generally consists of low to medium plasticity clay as classified by the Unified Soil Classification System (USCS).

- H. Engineered Fill: Material designated and placed in a compacted manner in accordance with Geotechnical Engineering report.
- I. 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/Owner.  
Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer/Owner.  
Unauthorized excavation, as well as remedial work directed by Engineer/Owner, shall be without additional compensation.
- J. Fill: Soil materials used to raise existing grades.
- K. StormWater Pollution Prevention Plan (SWPPP): Document prepared to comply with the National/Pollution Discharge Elimination System (NPDES) Stormwater Program which regulates Stormwater discharge.
- L. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, manholes, utility vaults, utility tunnels, handholes or other man-made stationary features constructed on or below the ground surface.
- M. 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 Portland Cement concrete pavement or a Portland Cement concrete or hot-mix asphalt walk.
- N. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase course, granular drainage fill, structures, or pavement materials.
- O. Utilities: On-site pipes, conduits, ducts, and cables, as well as services within buildings.
- P. Pipe Zone: Cross sectional area of trench that includes the pipe, bedding material below the pipe, and the initial backfill beside and over the pipe.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
  - 1. Geogrid Reinforcement
  - 2. Geotextiles

3. Controlled low-strength material, including design mixture.
4. Aggregates

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geogrid Reinforcement: 12 by 12 inches.
2. Geotextile: 12 by 12 inches.
3. Aggregates, as per Engineer, Material Classification and Moisture Density Relationship

#### 1.4 INFORMATIONAL SUBMITTALS

A. 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.

#### 1.5 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.
3. Traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

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/Owner.

C. Utility Locator Service: Kansas One-Call 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.

E. Do not commence earth moving operations until plant-protection measures specified in Division 01 or indicated on the drawings are in place.

## 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 CL, ML, SC, 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 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
  - 1. Liquid Limit: less than or equal to 45.
  - 2. Plasticity Index: less than or equal to 30.
  - 3. Moisture Content: between optimum and 3 % above optimum.
- C. Unsatisfactory Soils: Soil Classification Groups GC, 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 three percent (3%) of optimum moisture content at time of compaction.
- D. Subbase Material (Crushed Rock): Shall comply with the quality requirements of aggregates for aggregate base construction as specified in Section 1104 of the "Standard Specifications for State Road & Bridge Construction", Kansas Dept. of Transportation, Latest Edition. Absorption shall not exceed 4%. Gradation of crushed rock shall be as follows:

TABLE 1					
Sieve Sizes	2-1/2"	3/4"	#4	#40	#200
% Retained	0	20-60	50-80	80-94	90-98

- E. Subbase Material (Crushed Concrete): At the CONTRACTOR'S option, crushed concrete may be used in lieu of crushed rock. The absorption requirement does not apply. All other quality requirements and gradation shall be the same as that specified for crushed rock.
- 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 sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Granular bedding material consisting of durable crushed rock conforming to the requirements of the latest revision of ASTM C-33 Size No. 67 (3/4-inch to No. 4). Sand-gravel mix meeting Type UD-1 of the KDOT's Standard Specifications for State Road and Bridge Construction, Latest Edition. Soundness, abrasion, and absorption limits to be as required for coarse aggregates in Division 03.

- H. Compacted Embedment Materials Bedding Course: Approved sand material free from debris, organic materials, and stones with 100% passing a  $\frac{3}{4}$  inch sieve to be placed in uniform layers not more than 6 inches thick and compacted to 95% maximum density as determined by ASTM D698. Granular bedding material may be substituted for all or part of Compacted Embedment Materials.
- I. Granular Drainage Fill: 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 sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Compacted Granular Backfill: Approved sand material free from debris, organic materials, and stones with 100% passing a  $\frac{3}{4}$  inch sieve and not more than 15% passing a No. 200 sieve; to be jetted and mechanically vibrated into place and compacted to 95% maximum density as determined by ASTM D698.
- K. Sand: ASTM C33, fine aggregate

## 2.2 GEOGRID REINFORCEMENT

- A. Geogrid Reinforcement: Shall be BX 1100 by Tensar Corporation or approved equal. The geogrid reinforcement shall be a regular grid structure formed by biaxially drawing a continuous sheet of select polypropylene material and shall have aperture geometry and rib and junction cross-sections sufficient to permit significant mechanical interlock with the material being reinforced. The geogrid shall have high flexural rigidity and high tensile modulus in relation to the material being reinforced and shall also have high continuity of tensile strength through all ribs and junctions of the grid structure. The geogrid shall maintain its reinforcement and interlock capabilities under repeated dynamic loads while in service and shall also be resistant to ultraviolet degradation, to damage under normal construction practices and to all forms of biological or chemical degradation normally encountered in the material being reinforced.

The geogrid shall also conform in all respects to the property requirements listed on Table 2.

TABLE 2			
PROPERTY	TEST METHOD	UNITS	VALUE
<b>INTERLOCK</b>			
Aperture Size <sup>1</sup>	I.D. Caliper <sup>2</sup>		
-MD		in	1.0 (nom)
-CMD		in	1.3 (nom)
Open Area	COE Method <sup>3</sup>	%	70 (min)
Thickness	ASTM D 1777-64		
-ribs		in	0.03 (nom)
-junctions		in	0.11 (nom)
<b>REINFORCEMENT</b>			
Flexural Rigidity	ASTM D 1388-64 <sup>4</sup>	mg-cm	250,000 (min)
Tensile			
-modulus	GRI GG1-87 <sup>5</sup>	lb/ft	13,500 (min)
-@2% strain	GRI GG1-87 <sup>5</sup>	lb/ft	270 (min)
-@5% strain	GRI GG1-87 <sup>5</sup>	lb/ft	540 (min)
-ultimate strength	GRI GG1-87 <sup>5</sup>	lb/ft	850 (min)
Junctions	GRI GG2-87 <sup>6</sup>		
-strength		lb/ft	750 (min)
-efficiency		%	90 (min)
<b>MATERIAL</b>			
polypropylene	ASTM D 4101	%	98 (min)
	Group 1/Class 1/		
	Grade 2		
carbon black	ASTM 4218	%	0.5 (min)

<sup>1</sup> MD dimension is along roll length. CMD dimension is across roll width.

<sup>2</sup> Maximum inside dimension in each principal direction measured by calipers.

<sup>3</sup> Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November 1977.

<sup>4</sup> ASTM D 1388-64 modified to account for wide specimen testing as described in Tensar test method TTM-5.0 "Stiffness of Geosynthetics".

<sup>5</sup> Secant modulus at 2% elongation measured by Geosynthetic Research Institute test method GG1-87 "Geogrid Tensile Strength". No offset allowances are made in calculating secant modulus.

<sup>6</sup> Geogrid junction strength and junction efficiency measured by Geosynthetic Research Institute test method GG2-87 "Geogrid Junction Strength".

## 2.3 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. Grab Tensile Strength: 157 lbf; ASTM D 4632.
2. Sewn Seam Strength: 142 lbf; ASTM D 4632.
3. Tear Strength: 56 lbf ASTM D 4533.
4. Puncture Strength: 56 lbf; ASTM D 4833.
5. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
6. Permittivity: 0.1 per second, minimum; ASTM D 4491.
7. 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. Grab Tensile Strength: 247 lbf; ASTM D 4632.
2. Sewn Seam Strength: 222 lbf; ASTM D 4632.
3. Tear Strength: 90 lbf; ASTM D 4533.
4. Puncture Strength: 90 lbf; ASTM D 4833.
5. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
6. Permittivity: 0.02 per second, minimum; ASTM D 4491.
7. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

## 2.4 CONTROLLED LOW-STRENGTH MATERIAL

A. Controlled Low-Strength Material (Flowable Fill): Flowable concrete material produced from the following:

1. Portland Cement: ASTM C 150, Type 1.
2. Fly Ash: ASTM C 618, Class C or F.
3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch nominal maximum aggregate size.
4. Water: ASTM C 94/C 94M.
5. Air-Entraining Admixture: ASTM C 260.
6. Fine Aggregate: Fine aggregate for flowable fill shall be natural sand with gradation meeting the limits of % retained on the following sieve sizes:

TABLE 3							
Sieve Sizes	3/8 inch	#4	#8	#16	#30	#50	#100
% Retained	0	0 - 5	0 - 20	15 - 50	40 - 75	70 - 90	90 - 99

B. Produce conventional-weight, controlled low-strength material with 100 psi compressive strength when tested according to ASTM C 495.

## 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: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Material to be excavated will be classified as unclassified. No additional payment will be made for rock and/or water which may be encountered.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove material to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

- a. 24 inches outside of concrete forms other than at footings.
- b. 12 inches outside of concrete forms at footings.
- c. 6 inches 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 beneath bottom of concrete slabs-on-grade.
- f. The greater of 18 inches wider than pipe or 42 inches wide.
- g. 4 inches (6 inches if in rock) beneath pipe for pipe diameters 27" and below, 5 inches (9 inches if in rock) beneath pipe for pipe diameters 30 inches to 60 inches and 6 inches (12 inches if in rock) beneath pipe for pipe diameters greater than 60 inches. Hand-excavate deeper for bells of pipe.

### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. 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: 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.

### 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.

### 3.8 SUBGRADE INSPECTION

- A. Notify Engineer/Owner when excavations have reached required subgrade.
- B. If Engineer/Owner 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 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.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer/Owner, 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/Owner, 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, may be used when approved by Engineer/Owner.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer/Owner.

### 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.

B. Materials stockpiled in a floodplain will require permits from Kansas State Board of Agriculture, KDHE, and U.S. Corps of Engineers. Contractor is responsible for obtaining all necessary permits for materials stockpiled in the floodplain at no cost to the Owner or Engineer.

C. Materials stockpiled outside of the approved construction limits may require archeological investigations or other permitting which shall be obtained by the Contractor at no cost to the Owner or Engineer.

### 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.

C. Utility Trench Pipe Zone

1. 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.
2. Place and compact initial backfill of compacted embedment material or granular bedding material, to a height of 12 inches (18 inches if in rock) over the pipe or conduit. 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.

D. Utility Trench Final Backfill

1. Trenches under Footings: Backfill trenches excavated under footings to within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03.
2. Trenches under Roadways: Provide the following to a point two feet beyond the back of curb or edge of roadway.
  - a. As specified on the plans, provide conventional weight, controlled low-strength material or compacted granular backfill as backfill to a height 24 inches below the bottom of pavement. Secure pipeline or install controlled low-strength material in lifts to prevent flotation of the pipeline.
  - b. The remainder of the trench shall be backfilled with the material specified on the drawings or the subbase material.

3. All Other Trenches:

- a. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.12 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.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 3 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 3 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches 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 6 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at a minimum of 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at a minimum of 90 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

### 3.15 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.
  2. Walks: Plus or minus 1 inch.
  3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.16 SUBBASE MATERIAL UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase material under pavements and walks as follows:
  1. Install separation geotextile or geogrid reinforcement on prepared subgrade according to manufacturer's written instructions.
  2. Place base course material over subbase course under hot-mix asphalt pavement.
  3. Shape subbase material to required crown elevations and cross-slope grades.
  4. Place subbase material 6 inches or less in compacted thickness in a single layer.
  5. Place subbase material that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

6. Compact subbase material 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.

### 3.17 GRANULAR DRAINAGE FILL UNDER CONCRETE OR ASPHALT

- A. Place granular drainage fill on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact granular drainage fill 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 granular drainage fill 6 inches or less in compacted thickness in a single layer.
  3. Place granular drainage fill that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  4. Compact each layer of granular drainage fill to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.18 FIELD QUALITY CONTROL

- A. 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.
- B. 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. 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 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 150 feet or less of trench length, but no fewer than two tests.
- C. 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.

3.19 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.

3.20 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.

END OF SECTION

SECTION 31 37 00  
RIPRAP

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Riprap placed loose.
2. Riprap placed with grout.
3. Aggregate ditch lining.

1.2 ACTION SUBMITTALS

- A. General: Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Manufacturer's Certificate: Certify that the products meet or exceed the specified requirements

1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with KDOT standards.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery:

1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
2. Contractor shall provide all storage areas, unless designated otherwise on the drawings.

B. Storage:

1. Store materials to allow convenient access for inspection and identification.
2. Store material using pallets, platforms, or other supports.

## 1.5 PROJECT CONDITIONS

- A. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
- B. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
- C. Comply with state and/or federal regulations for work performed in waterways or wetlands.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Rock riprap shall be furnished and installed to the lines, grades, and dimensions as indicated on the plans for the slopes and berms of the embankments.
- B. Material is to consist of individual fragments, dense, sound, resistant to abrasion and free of cracks, seam or other defects which would tend to increase unduly their destruction by water and frost actions. Material is to meet the requirements as outlined in this specification section.

### 2.2 MATERIALS

#### A. Riprap:

1. Minimum weight per cubic foot, not less than one hundred forty (140) pounds when tested in accordance with A.S.T.M. Standard C-127.
2. Loss after ten (10) cycles of freezing and thawing to be less than fifteen percent (15%) when tested in accordance with AASHO Designation T-103.
3. The material shall have the following gradation:

#### SIZE REQUIREMENTS FOR ROCK RIPRAP

TABLE 1 PERCENT HEAVIER THAN							
	1/4 Ton	250 lbs.	200 lbs.	180lbs.	60 lbs.	10 lbs.	5 lbs.
<b>Heavy</b>	0%		50%				90%
<b>Light</b>		0%		5-15%	50-70%	85-100%	

B. Stone for Filter Course:

1. Provide crushed or uncrushed gravel or quarried stone for filter course that meets the installation type specified.
2. Quality:
  - a. Soundness, Minimum: 0.85
  - b. Wear, Maximum: 45%
3. Provide stone for filter course that complies with the table below:

Material	% Retained on Sieve Size								
	6"	5"	4"	3"	2"	1"	1/2"	3/8"	No.4
Type 1		0	0-5		10-40	25-60		55-85	70-95
Type 2			0	0-5			50-90		
Type 3	0	5-25			40-60			75-95	

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify of existing conditions before starting work.
- B. Grade the locations where the riprap is to be placed as shown on the Drawings.
- C. Prepare for the riprap by undercutting to the depth required for the riprap. After the riprap is completed, backfill and compact around the structure.
- D. Do not place riprap over frozen or unstable subgrade surfaces.

### 3.2 PLACEMENT

- A. Rock riprap may be placed below water providing it is placed by an approved method which will prevent segregation.
- B. Rock riprap and filter course, where shown, shall be placed on a prepared 6" subgrade, unless otherwise noted on the plans, so as to produce a reasonably well-graded mass with a minimum practicable percentage of void. Rock riprap shall be placed to its full course thickness in one operation without displacing the bedding.

- C. Placing rock riprap by dumping into chutes or any other method likely to cause segregation will not be permitted.
- D. Placement of rock on the slope and in the trenches shall be accomplished by controlled dumping directly in place.
- E. Bulldozing of rock from the upper banks will not be permitted.
- F. Use of a drag line or similar equipment operated from the top of the bank to pull rock into position on the upper slope will be permitted.
- G. Larger rocks should be well distributed and the entire mass of rocks in their final position should be stable and free of pockets of small rocks and clusters of larger ones; rearrangement of individual pieces by hand may be required to obtain the results described above.
- H. A tolerance of plus six (6) inches from the lines and grades shown on the drawings will be allowed in the finished rock riprap surface, except that the extreme tolerance should not be continuous over an area greater than 200 square feet.
- I. Where indicated on the Drawings, place geotextile fabric over substrate, lap edges and ends.
- J. Place riprap where indicated on Drawings.
- K. Installed Thickness: As indicated on Drawings.
- L. Grouted rock riprap material shall be the same as rock riprap. This riprap shall be grouted with Type III concrete to the limits shown on the plans or as directed by the engineer. Some hand placing of riprap stones shall be necessary to produce reasonably true surfaces and a close fit of stones. The spaces between the stones shall be filled with concrete with sufficient water to form a plastic mix. The grout shall be poured and broomed into the spaces until they are completely filled.

END OF SECTION

**SECTION 32 12 16  
ASPHALT PAVING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Work performed under this section consists of bituminous material to be placed over the areas as shown on the drawings in conformance with the lines, grades, thicknesses, and typical sections shown on the Drawings or established by the Engineer.

**1.2 DEFINITIONS**

A. The following are industry abbreviations not defined elsewhere in this Project Manual:

1. ASTM: ASTM International
2. AASHTO: American Association of State Highway and Transportation Officials
3. HMA: Hot Mix Asphalt
4. RPR: Resident Project Representative

**1.3 ACTION SUBMITTALS**

A. Product Data for the following:

1. Asphalt Mix Design
2. Material Sources
3. Certified test reports of bituminous material in current production or stored in tanks under the ownership of the Contractor.

**PART 2 - PRODUCTS**

**2.1 BITUMINOUS MATERIAL**

A. Bituminous materials for Plant Mix Asphalt Mixture -Commercial Grade shall be a PG 64-22 asphalt produced by a supplier holding an Approved Supplier Certification (ASC) in accordance with AASHTO Standard PP26-96.2.

B. Bituminous materials for tack and priming of contact surfaces of gutters, etc. shall be emulsified asphalt meeting one of the criteria below:

<b>TABLE 1</b>		
<b>SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALT</b>		
	<b>Min.</b>	<b>Max.</b>
Viscosity, Saybolt Furol at 77°F, sec.	10	100
Residue by Distillation (% by Mass)	57	-----
Storage Stability, % *	-----	1
Sieve Test, % Retained	-----	0.50
Tests on Distillation		
Penetration, 77°F, 100g, 5 sec	75	125
Solubility, %.	97.5	-----
Ductility, 77°F, mm	800	-----
Elastic Recovery @ 50°F, 20 cm elongation, %	-----	-----

\* If the Contractor's storage tanks are equipped with a mechanical propeller type agitation device, and the entire contents of the tank are thoroughly mixed before each day's use, the requirement for satisfactory compliance with the storage stability test will be waived

<b>TABLE 2</b>		
<b>SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALT</b>		
	<b>Min.</b>	<b>Max.</b>
Viscosity, Saybolt Furol At 77°F, sec.		
	10	60
Residue by Distillation (% by Mass)	57	-----
Storage Stability, % *	-----	1
Sieve Test, % Retained	-----	0.50
Particle Charge	Positive**	
Tests on Distillation		
Penetration, 77°F, 100g, 5 sec	50	100
Solubility, %.	97.5	-----
Ductility, 77°F, mm	800	-----

\*Current of the particle charge may need to be more than 8 mA.

<b>TABLE 3 - SPECIFICATIONS FOR EMULSION BONDING LIQUID</b>		
	<b>EBL</b>	
	<b>Min.</b>	<b>Max.</b>
Viscosity, Saybolt Furol At 122°F, sec.	25	125
Storage Stability, % *	-----	1
Sieve Test**, % Retained	-----	0.30
Residue by Distillation, %	63	-----
Oil Distillate by Distillation, %	-----	2
Demulsibility, % (35 ml, 0.02 N CaCl <sub>2</sub> ) (Anionic Version)	60	-----
Demulsibility, % (35 ml, 0.8% Dioctyl Sulfosuccinate) (Cationic Version) 60		
Tests on Distillation Residue		
Penetration, 77°F, 100g, 5 sec	90	150
Elastic Recovery***, %	97.5	-----

\* After sitting undisturbed for 24 hours, the sample shall show no more than 5 ml of the white latex residue.

\*\*The sieve test is waived if successful application of the material has been achieved in the field.

\*\*\*Elastic recovery, AASHTO T 301, 50°F, 20 cm elongation, 5 minute hold, % min., run on Distillation Residue.

## 2.2 AGGREGATES

A. Aggregates shall be of the following composition, quality and gradation requirements:

1. Crushed Aggregates: Limit crushed aggregates to the following materials:

- a. Produce Crushed Stone (CS-1) and Crushed Screenings (CS-2) by crushing limestone, sandstone, porphyry (rhyolite, basalt, granite and Iron Mountain Trap Rock are examples of porphyry) or other types of stone.
- b. Produce Crushed Gravel (CG) by crushing siliceous gravel containing not more than 15% non-siliceous material.
- c. Provide Chat (CH-1) obtained during the mining of lead and zinc ores in the tri-state mining district.
- d. Consider materials complying with Mineral Filler Supplements (MFS-1, MFS-2, MFS-4 and MFS-7 as crushed aggregates.
- e. Produce Crushed Steel Slag (CSSL) by crushing electric furnace steel slag. Some sources of steel slag are angular when produced and may be treated the same as crushed gravel and manufactured sand. Use steel slag with an Uncompacted Void Content of the Fine Aggregate "U" Value of more than 42.00 and the Course Aggregate Angularity greater than the minimum specified value. The maximum allowable quantity of crushed steel slag is 50% of the total aggregate weight.
- f. Produce Manufactured Sand or Buckshot by crushing siliceous sand and gravel, or washing crushed stone screenings.

2. Uncrushed Aggregates: Limit uncrushed aggregates to the following materials:
  - a. Produce Sand-Gravel (SSG) by mixing natural sand and gravel formed by the disintegration of siliceous and/or calcareous materials.
  - b. Provide Natural Sand consisting of particles formed by the natural disintegration of siliceous and/or calcareous materials. Use natural sand with an Uncompacted Void Content "U" value of less than 42.00.
  - c. Provide Grizzly (Grizzly Waste) consisting of the matrix or bedding material occurring in conjunction with calcitic or dolomitic cemented sandstone "Quartzite", generally separated from the sandstone prior to crushing.
3. Mineral Filler Supplement
  - a. Provide a mineral filler supplement that is easily pulverized and free of cemented lumps, mudballs, and organic materials that complies with the following. Do not blend 2 or more materials to produce mineral filler supplement. Provide only 1 mineral filler supplement in each HMA design.
  - b. Mineral Filler Supplement designation MFS-1 is Portland cement, blended hydraulic cements, or crushed stone.
  - c. Mineral Filler Supplement designation MFS-2 is crushed limestone.
  - d. Mineral Filler Supplement designation MFS-3 is water or wind deposited silty soil material.
  - e. Mineral Filler Supplement designation MFS-4 is Hydrated lime. The minimum allowable quantity of MFS-4 or Hydrated Lime is 1% of the total aggregate weight when required as a supplement on the Contract Documents.
  - f. Mineral Filler Supplement designation MFS-5 is volcanic ash containing a minimum of 70% glass shard. The maximum allowable quantity of MFS-5 is 5% of the total aggregate weight when specified as acceptable mineral filler supplement.
  - g. Mineral Filler Supplement designation MFS-6 is fly ash. Fly ash is the finely divided residue resulting from the combustion of ground or powdered coal and is transported from the boiler by flue gasses. The maximum allowable quantity of MFS-6 is 3% of the total aggregate weight when specified as acceptable mineral filler supplement.
  - h. Mineral Filler Supplement designation MFS-7 is processed chat sludge that has been dewatered at the source of supply, and does not exceed 15% moisture content by weight at the time of shipping.

4. Reclaimed Asphalt Pavement (RAP)

- a. If RAP is used, inform the Engineer of the source and type of RAP. Provide RAP that is reasonably free of contamination, uniform in composition (similar to RAP gradation shown on mix design) and passes through a 2-1/4" screen or grizzly. The Engineer will accept the RAP on a visual inspection.
- b. Plant Mix Asphalt Mixture-Commercial Grade may contain up to 25% RAP in base courses and 10% RAP in surface courses, provided the Engineer approves the RAP source.

B. Quality of Individual Aggregates.

1. Soundness, minimum ..... 0.90%
  - a. Soundness requirements do not apply to aggregates having less than 10% material retained on the No. 4 mesh sieve.
2. Wear, maximum ..... 40%
  - a. Wear requirements do not apply to aggregates having less than 10% retained on the No. 8 sieve.
3. Absorption, maximum ..... 4.0%
  - a. Apply the specified maximum absorption to both the fraction retained on the No. 4 sieve and the fraction passing the No. 4. Screenings produced concurrently with CS-1 will be accepted without tests for absorption.
  - b. Crushed aggregates with less than 10% materials retained on the No. 4 sieve (excluding mineral filler supplements) must be produced from a source complying with the official quality requirements of this Section prior to crushing.
4. Plasticity Index, the maximum P.I. for MFS-1, MFS-2, MFS-3, MFS-5, and MFS-7 is 6.

C. Product Control of Individual Aggregates

1. Deleterious Substances. Provide combined aggregates free from alkali, acids, organic matter, or injurious quantities of other foreign substances that does not exceed the following maximum percentages by weight.
  - a. Shale or Shale-like ..... 1.0%
  - b. Clay lumps and friable particles ..... 1.0%
  - c. Sticks (wet) ..... 0.1%
  - d. Coal (AASHTO T-113) ..... 0.5%

D. Combined Gradation

- Provide combined aggregates for the mixes required in the Contract Documents as shown in Table 4.

Mix Designation	TABLE 4 - COMBINED AGGREGATE REQUIREMENTS										
	Percent Retained-Square Mesh Sieves										
	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
<b>BM-1</b>			0	0-8	18-39	35-53	50-68	60-80	72-90	82-95	92-98
<b>BM-1A</b>		0	6-13	14-23	32-47	49-65	62-76	72-85	81-91	86-96	92-98
<b>BM-1B</b>		0	0-10	7-22	41-59	61-79	75-89	82-94	86-97	89-99	93-99
<b>BM-1T</b>			0	0-14	39-59	57-72	70-85	78-91	87-99	90-99	92-98
<b>BM-2</b>		0		8-30		42-72		64-88			92-98
<b>BM-2A</b>		0		6-21	23-40	38-56		61-82		88-99	92-99
<b>BM-2B</b>	0	0-5		10-30		42-72		64-88			92-98
<b>BM-2C</b>	0	0-10	12-22	19-39	51-69	65-83	75-91	82-95	87-99	90-99	93-99

Notes:

- BM-2 used in base construction will be restricted to BM-2, BM-2B or BM-2C gradation.
- The maximum percent moisture in the final mixture shall not exceed 0.5%

## 2.3 ASPHALT-AGGREGATE MIXTURE

- Marshall Mix Design: A minimum of 10 working days before the start of HMA production, submit in writing to the Engineer for review and approval, each combination of aggregates proposed for use in the Project. For each asphalt-aggregate mixture submitted, include Marshall Test data to demonstrate that mixtures comply with properties specified in TABLE 4 and Marshall Test data below. Testing shall be done in accordance with ASTM procedures and using 50 compaction blows.

- Bituminous Base or Sub-Base shall meet the following requirements:

Stability (min.)	1000
Flow	.05 to .12
% Voids	3 to 7
% Voids Filled	70 to 80

Minimum asphalt content shall be 4.25 percent of the dry weight of the aggregates.

- Bituminous Surface shall meet the following requirements:

Stability (min.)	1600
Flow	.05 to .12
% Voids	3 to 5
% Voids Filled	70 to 85

Minimum asphalt content shall be 4.75 percent of the dry weight of the aggregates.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATIONS

- A. Subgrade Surface: The subgrade surface shall be maintained by the Contractor and shall not be excessively dry or wet prior to placing of bituminous mixture. No asphalt priming of the subgrade surface will be required, but moistening of the surface will be required when directed by the Engineer.
- B. Bituminous Base Surfaces: Fresh Bituminous Base Surfaces shall be free of any foreign matter or moisture prior to placing of any additional courses of bituminous material. Each lift of bituminous mat base course which will be covered by another lift of bituminous mat, shall receive a bituminous tack coat. The entire bituminous surface shall be tacked at the rate of 0.1 gallon per square yard prior to placing of the next course of bituminous material.
- C. Existing Pavement Surfaces: Existing pavement surfaces of any type shall be free of any foreign matter or moisture prior to placing of any course of bituminous material. The entire pavement surface shall be tacked at the rate of 0.1 gallon per square yard prior to placing of the covering course of bituminous material.

### 3.2 TRANSPORTATION AND DELIVERY OF HOT BITUMINOUS MIXTURE

- A. Mixture shall be transported from plant to point of use in pneumatic-tired vehicles having tight bodies previously cleaned of all foreign materials. Inside surface of each vehicle may be lubricated lightly with oil or soap solution prior to loading, but excessive use of lubricant or use of gasoline, kerosene, or similar products will not be permitted.
- B. Material shall be weighed then delivered and dumped into hopper of a self-propelled power machine for placing and spreading material as hereinafter specified.
- C. During transportation of hot bituminous mixtures from remote central mixing plant to point of usage and placement on the prepared subgrade or base course, trucks shall be provided with tarpaulin covers or other adequate protection to prevent undue loss of heat. In any case, temperature of mixture at time of placement shall be within the range of 275° to 325° F.

### 3.3 PLACING HOT BITUMINOUS MIXTURE

- A. Bituminous mixture shall be placed in layers of not more than 2- inch compacted thickness for Surface Courses nor more than 4-inch compacted thickness for Base Courses.

- B. Equipment for spreading, shaping and finishing bituminous paving mixture shall consist of an approved self-contained power machine utilizing an integral electronic automatic control system. The machine shall be suitably equipped and operated to obtain a finished course of proper depth, grade and surface.
- C. The speed of machine shall be regulated so that the surface of the pavement is smooth.
- D. The Contractor shall develop a laydown plan that ensures that his equipment operates within its tolerances and also ensures that longitudinal joints of upper lifts do not align with those of lower lifts.
- E. All joints shall present the same texture, density and smoothness as other sections of the course. Placing of any course shall be as nearly continuous as possible.
- F. Rollers shall pass over unprotected end of freshly laid mixture only when laying of the course is to be discontinued. In such cases, provisions shall be made for proper bond by cutting back the joint to expose an even, vertical surface for full thickness of the course. Exposed edges shall be given a light fog coat of tack material. Fresh mixture shall be raked against joints, thoroughly tamped and rolled.
- G. Do not place asphalt mixture on any wet or frozen surface or when weather conditions otherwise prevent the proper handling and finishing of the mixture.
- H. Only place asphalt mixture when either the minimum ambient air temperature or the road surface shown in Table 3 is met. The RPR may waive the temperature and weather condition requirements if warranted.

TABLE 5 - MINIMUM HMA PLACEMENT TEMPERATURES

Paving Course	Thickness (inches)	Air Temperature (°F)	Road Surface Temperature (°F)
Surface	All	50	55
Subsurface	<1.5	50	55
Subsurface	≥1.5 and <3	40	45
Subsurface	≥3	30	35

### 3.4 COMPACTION OF BITUMINOUS MIXTURES

- A. All bituminous base and bituminous surface lifts shall be compacted in a workman like manner and in accordance with accepted construction practices.
- B. Rollers or other compactive devices shall be operated by competent and experienced roller operators and shall be kept in operation continuously, if necessary, so that all parts of the pavement will receive substantially equal compaction at the time desired. The Engineer shall order the mixing plant to cease operations at any time proper compaction is not being performed.
- C. A rolling procedure should be established to insure that the maximum feasible density is being obtained with care being taken not to damage the pavement from over rolling.

The required percentage of the Field Mold Density will be the absolute minimum density permitted and shall not be considered as a goal or an average. Unless otherwise specified, the completed asphaltic concrete pavement shall have a density greater than or equal to 92% of theoretical maximum specific gravity (G<sub>mm</sub>).

- D. Rollers shall be self-propelled and shall be in good condition, capable of reversing without backlash, and shall be operated at speeds slow enough to avoid displacement of the bituminous mixture. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment and/or rolling procedures which results in excessive crushing of the aggregate will not be permitted. A minimum of two rollers will be required for compaction of the bituminous mixture. One shall be a steel wheel type and the other a pneumatic-tired type, unless otherwise required by the RPR. A vibratory roller will be considered as a steel wheel type.
- E. The final rolling of the top or surface course shall be accomplished with a steel roller unless otherwise designated. Vibratory rollers used for finish rolling shall be operated with the vibratory unit in the off position. Final rolling shall be completed when the temperature is approximately 175° F or above.

### 3.5 CONTROL TESTS

- A. All asphaltic concrete and asphaltic concrete materials used in the work shall be tested as directed by the RPR. The Contractor shall provide material for all samples and test specimens required.
- B. So long as the Contractor's work progresses in an orderly and reasonable manner the costs of field sample preparation and testing of all specimens will be borne by the Owner. Should the Contractor use methods or procedures that require unreasonable or excessive field testing to determine whether specification requirements are being met, or if field testing is performed with continued negative results that indicate the Contractor's methods or procedures are not adequate to provide the specified results, the Engineer shall notify the Contractor in writing that the costs of all additional testing beyond specific limits, which shall be set out in the written notice for the particular area or material in question, shall be the responsibility of the Contractor.
- C. Smoothness Tests: Finished surface of bituminous pavement shall not vary more than 1/4 inch when measured by a 10-foot straightedge applied parallel to the centerline. Tests for conformity with specified crown and grade shall be made immediately after initial compression and any variation shall be corrected by removing or adding materials and continuing rolling. After completion of final rolling, smoothness shall again be checked, and irregularities that exceed specified tolerances or that retain water on the surface shall be corrected by removing defective work and replacing with new material or by adding additional material, as determined by the RPR.
- D. Asphaltic Cement Content: Minimum one test per day, one test per 500 tons of asphalt or as directed by RPR; according to ASTM D6307.

- E. Marshall Properties (Stability and Flow): Minimum one test per day, one test per 500 tons of asphalt or as directed by RPR; according to ASTM D6926 and ASTM D6927.
- F. Sieve Analysis of Cold-Feed Aggregate: Minimum one test per day, one test per 500 tons of asphalt or as directed by RPR; according to ASTM C136 and ASTM C117.
- G. Percent (%) Voids and Percent (%) VMA: Minimum one test per day, one test per 500 tons of asphalt or as directed by RPR; according to ASTM D2041.
- H. Compaction: At the option of the RPR, either of the following methods may be used to determine road density:
  - 1. Furnish 3 cores, 4 inches in diameter, suitable for determining road density, from each location designated by the RPR.
  - 2. A nuclear meter may be used to determine the road density at locations as determined by the RPR.

### 3.6 PROTECTION OF PAVEMENT

- A. The contractor shall protect all sections of newly compacted base and surface courses from traffic until hardened, or as determined by the RPR.

### 3.7 UNSUITABLE MATERIAL

- A. Any mixture that becomes loose, broken, mixed with foreign material, or which is in any way defective in finish or density, or which does not comply in all other respects with the requirements of the specifications shall be removed, replaced with suitable material, and finished in accordance with this project manual.

END OF SECTION

SECTION 32 13 13  
CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Work performed under this section consists of construction of concrete pavements, over the areas as shown on the Drawings in conformance with the dimensions, lines, grades, thicknesses, and typical sections shown on the Drawings or established by the RPR. The term "concrete pavements" shall include street and parking lot paving, curb and gutter, sidewalks, driveways, valley gutters and other similar exposed, slab on grade construction.

1.2 DEFINITIONS

A. The following are industry abbreviations not defined elsewhere in this Specification.

1. ASTM: ASTM International
2. AASHTO: American Association of State Highway and Transportation Officials
3. RPR: Resident Project Representative

1.3 ACTION SUBMITTALS

A. Product Data:

1. As Per Division 03 Concrete.
2. Joint Sealing Material.
3. Expansion Joint Filler.
4. Concrete Curing Materials.

B. Construction methods:

1. Method of concrete placement.
2. Materials and Equipment for concrete placement.

PART 2 - PRODUCTS

A. Portland Cement Concrete as per Division 03 Concrete and the information provided on the Drawings. Concrete minimum 28-day compressive strength shall be 4000 psi, unless indicated otherwise on the Drawings.

- B. Steel Reinforcement as Per Division 03 Concrete and the information provided on the Drawings.
- C. Hot Joint Sealing Compound.
  - 1. Provide a joint sealant that is a homogeneous blend of elastomers and other plasticizers and agents blended to result in a product that seals cracks in pavements from water intrusion.
  - 2. The sealant must retain adhesion and flexibility during extremes of expansion and contraction of the crack through a temperature range of 0°F to 140°F. Heat and apply the material according to manufacturer's recommendations.
    - a. Bond: When tested at -20°F to 200% extension of 1/2 inch to 1-1/2 inch for 3 cycles, the material exhibits no cracking, separation, or other opening that at any point is greater than 1/4 inch deep in the sealer or between the sealer and the mortar block. A minimum of 2 test specimens in a set of 3 representing a given sample must comply with this requirement.
    - b. Flow: 5 mm maximum.
    - c. Resilience: 50 - 80% recovery.
    - d. Penetration: 0°F, 150 grams, 5 seconds: 18 - 80
  - 3. Provide material capable of a minimum 12-hour pot life at application temperature and of being re-heatable at least once (in a normal field application) without experiencing changes in application characteristics, polymer and oil separation, balling or other signs of gelling.
  - 4. Package the material in pails or boxes clearly marked with recommended pouring temperature, maximum heating temperature, shelf life if appropriate, and batch number. The size of a batch, which is any well-defined quantity produced by essentially the same process during a designated amount or time (such as an 8-hour shift), must be a minimum of 10,000 lbs.
  - 5. Lots from the same manufacturer may be commingled during application. Do not commingle materials from different manufacturers.
- D. Cold Applied Chemically Cured Joint Sealant
  - 1. Joint Sealant. Use either Type NS (Non Self-Leveling) or Type SL (Self-Leveling). Provide joint sealants that consist of a cold applied formulation that is self-priming and compatible with Portland Cement concrete. The sealants must comply with the applicable test requirements in ASTM D 5893. Acetic acid cure sealants will not be accepted.
  - 2. Backer Rod. Furnish material that is resilient closed or open cell polyethylene foam rod as recommended by the manufacturer of the sealant. Provide a backer rod compatible with the sealant, with no bond or reaction occurring between the rod and the sealant.

**E. Preformed Expansion Joint Filler**

1. Provide material that complies with AASHTO M 213.
2. Asphalt Expansion Joints shall be composed of asphalt, vegetable fibers, and mineral fillers, formed under heat and pressure between two asphalt-saturated felt liners. Asphalt Expansion Joints shall conform to AASHTO M33 or ASTM D994, shall be 1/2" thick and weigh approximately 3 pounds per square foot, unless shown otherwise on the Drawings.

**F. Liquid Membrane Curing Compound**

1. Provide liquid membrane forming compound that complies with AASHTO M 148 for Type 1-D, clear or translucent with fugitive dye, or Type 2, white pigmented compound.
2. Type 2 white pigmented compound will be further classified into Type 2 (Wax Based) and Type 2 (Other). This is to allow specifying of wax based compound for certain applications where a bond breaker is desired. Either formulation base may be supplied except when wax based is specified.
3. Do not allow water-emulsion based material to freeze. Material that has been subjected to freezing temperatures will be rejected.

**G. Fly Ash as Per Division 03 Concrete, class C or F the maximum substitution of Portland Cement with fly ash shall not exceed 15% by weight.**

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Concrete pavement shall be constructed to the detailed thicknesses and to the lines and grades shown on the Drawings. Concrete shall be placed over moistened and unfrozen subgrade. The ambient temperature shall be at least 40 deg. F. and rising. If the ambient temperature exceeds 90 deg. F, the RPR has the authority to suspend operations until weather conditions improve. The subgrade shall be free of excessive moisture prior to concrete placement.

**3.2 PREPARATION OF THE SUBGRADE**

- A. Before placing any surfacing material on any section, complete the ditches and drains along that section to effectively drain the surface to be paved.
- B. Trim the base or subgrade to the line, grade and typical cross-section as shown in the Drawings. Maintain the subgrade or base to the as-constructed condition, repairing any encountered defects to the specifications.

- C. Maintain the subgrade surface to readily drain at all times. Protect the subgrade from damage when handling materials, tools and equipment. Do not store or stockpile materials on the subgrade.
- D. Do not place material or lay pavement on a frozen or muddy subgrade, or when it is raining or snowing.
- E. Lightly spray the subgrade or base with water to obtain a thoroughly moistened condition when the concrete is deposited on it. Do not puddle water on the grade.
- F. Do not deposit any material until the subgrade or base has been checked and approved by the RPR.
- G. Subgrade Preparation shall be of the types and thicknesses as shown on the Drawings.

### 3.3 PLACING REINFORCEMENT.

- A. Place pavement reinforcement at the locations shown in the Drawings. Use a sufficient number of approved metal bar supports or pins to hold all dowel bars and tie bars in proper position as required by the Drawings.
- B. Longitudinal joint tie bars and dowel bars may be installed mechanically if approved by the RPR. The satisfactory placement of the bars depends on the ability of the Contractor's operation to place and maintain the bars in their true position. When satisfactory placement is not obtained by mechanical means, the RPR may require the tie bars and dowel bars be installed ahead of placing the concrete, and that they be securely held in their exact position by staking and tying.
- C. Thoroughly coat each dowel with hard grease or other approved bond breaker as shown in the Contract Documents. The bond breaker coating shall not exceed 15 mils  $\pm$  5 mils in thickness when averaged over 3 points measured at the  $\frac{1}{4}$  points on the bar at 90° intervals around the bar.
- D. When reinforced concrete pavement is placed in 2 layers, strike off the entire width of the bottom layer to such length and depth that the sheet of fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. Place the reinforcement directly on the concrete, then place the top layer of concrete, strike it off and screed it. Remove any portion of the bottom layer of concrete that has been placed more than 30 minutes, and replace it with fresh mixed concrete at the Contractor's expense. When reinforced concrete is placed in 1 layer, the reinforcement may be positioned in advance of the concrete placement or it may be placed in the plastic concrete after initial spreading, by mechanical or vibratory means.

- E. Place the wire mesh reinforcement in the pavement at the locations shown in the Drawings.
  - 1. When two layers of wire mesh reinforcement are required, support the bottom layer in the required position with bar chairs. Use separators for the top layer if the strike-off cannot be used properly for the operation.
  - 2. Lap the reinforcement as shown in the Drawings. Laps parallel to the centerline of the pavement are prohibited except for unusual width of pavement lanes or for irregular areas.
  - 3. If the Drawings do not show dimensions for laps, the minimum lap either perpendicular or parallel to the centerline of the pavement is 6 inches.
  - 4. Fasten or tie adjacent wire mesh sheets together to hold all parts of the wire mesh sheets in the same plane.
- F. If a "wire pattern" appears on the surface of the fresh pavement, immediately modify placement procedures to eliminate the problem.
- G. Use reinforcing steel free from detrimental materials that could impair the bond between the steel and concrete.

### 3.4 FIXED FORM PAVING

- A. Forms.
  - 1. Use straight, metal forms having adequate strength to support the proposed operations. Each section shall be a minimum of 10 feet in length. Use forms with a depth equal to the prescribed edge thickness of the concrete, a base width at least equal to the depth of the forms and without a horizontal joint.
  - 2. Forms to be used as track for subgrade planers and finishing machines shall have a base width at least eight inches wide.
  - 3. Use flexible or curved forms of proper radius for curves of 150 foot radius or less, except approved straight forms of 5 foot lengths may be used for curves of a radius from 75 to 150 foot. Flexible or curved forms must be approved by the RPR.
  - 4. The RPR may approve the use of wood forms in areas requiring hand finishing.
  - 5. Secure the forms in place to withstand the impact and vibration of the consolidating and finishing equipment without visible spring or settlement. Extend flange braces outward on the base a minimum of  $\frac{2}{3}$  the height of the form.
  - 6. Remove forms with battered top surfaces or bent, twisted or broken forms. Do not use repaired forms until they have been inspected and approved by the RPR.
  - 7. Do not use buildup forms, except where the total area of pavement of any specified thickness on the project is less than 2,000 square yards.
  - 8. Do not vary the top face of the form from a true plane more than  $\frac{1}{8}$  inch in 10 feet, and do not vary the vertical face of the form by more than  $\frac{1}{4}$  inch.
  - 9. The forms shall contain provisions for locking the ends of abutting form sections together tightly, and for secure setting.

10. Provide a foundation under the forms that is compact and true to the specified grade so that the whole length of the form will be set firmly in contact with the grade.

**B. Form Setting.**

1. Set forms sufficiently in advance of the point where concrete is being placed so that line and grade may be checked.
2. After the forms have been correctly set, thoroughly tamp the grade mechanically at both the inside and outside edges of the base of the forms.
3. Stake forms into place with a minimum of 3 pins for each 10 feet section. Place a pin at each side of every joint.
4. Tightly lock form sections, free from play or movement in any direction.
5. Do not deviate the form from true line by more than  $\frac{1}{4}$  inch at any point.
6. No excessive settlement or springing of forms under the finishing machine is permitted.
7. Clean and oil forms before the placing of concrete.

**C. Grade and Alignment.**

1. Check the alignment and grade elevations of the forms immediately before placing the concrete and make any necessary corrections. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

**D. Removing Forms.**

1. Unless otherwise provided, do not remove forms from freshly placed concrete until it has set for a minimum of 12 hours, except auxiliary forms used temporarily in widened areas.
2. Remove forms carefully to avoid damage to the pavement.

### **3.5 SLIP FORM PAVING**

**A. Equipment**

1. Use standard manufacture, slip form paving equipment capable of spreading, consolidating, screeding and float finishing freshly placed concrete in one pass. Use slip form equipment capable of producing a homogeneous pavement to the specified cross-section, profile and density.
2. Use slip form paving equipment that is automatically controlled (from a reference system) in regard to line and grade.
3. Use slip form paving equipment equipped with traveling side forms. The traveling side forms shall trail behind the paver a sufficient distance to prevent edge slump of the concrete pavement.
4. Use all the component parts recommended by the manufacturer of the slip form paving equipment.

5. If any unit of the paving train shall operate on adjacent pavement, protect the adjacent pavement.

**B. Operations**

1. Once the paving operation has started, provide adequate equipment and supply of materials to maintain continuous placement for any given working period. Keep all concrete conveying equipment clean.
2. Do not apply any tractive forces to the slip form paver, except that which is controlled from the machine.
3. Trim to grade the subgrade or surface of the base over which the tracks of the paver will travel. Do not disturb this surface with other equipment. If the equipment or method of operation requires the subbase to be wider than shown in the Drawings, place additional material to provide an adequate surface for the tracks of the paver.
4. Upon completion of the paving operations, remove or repair any base material damaged by the slip form paver's tracks. All necessary construction and removal of this additional base material is subsidiary to other items of the contract.
5. Operate the paver continuously, stopping only when absolutely necessary. If the forward motion of the paver is stopped, immediately stop the vibrator and tamping elements.
6. Deposit the concrete on the grade in successive batches to minimize re-handling. Place concrete over and against any joint assemblies so the joint assembly is retained in its correct position. Spread the concrete using approved mechanical spreaders to prevent segregation and separation of the materials.
7. After striking the concrete off with the spreader, leave sufficient concrete in place to allow the final shaping by the use of screeds, templates and pans, depending on make, model and type of machines approved for use in the paving train. Adjust the paving units to meet the required final cross-section, minimizing the need to carry back concrete to fill voids or depressions. Adjust each screed or template so a uniform roll of concrete extends the full length of the screed or template and allows just enough concrete to pass under the unit to properly feed the next machine. Do not shove large volumes of concrete with the screed or template. Adjust the screed or template to maintain a uniform cross-section.
8. Use multiple spreaders for single and multiple lift operations. Place concrete ahead of the initial spreader strikeoff no more than 30 minutes ahead of the final spreader strikeoff.

9. The use of any paving machine in the paving train is contingent on its ability to finish the pavement satisfactorily to the required grade, section and specified degree of consolidation. The RPR may at any time require the adjustment, repair or replacement of the machine for unsatisfactory performance.
10. Correct any edge slump of the pavement in excess of  $\frac{1}{4}$  inch, exclusive of edge rounding, before the concrete hardens. Excessive edge slumping will be sufficient reason to discontinue paving until machinery (or mix) is properly adjusted or removed from the project.
11. When the machine finishing has been completed, check the surface with a straightedge a minimum of 10 feet in length before texturing. Operate the straightedge parallel to the pavement centerline, starting at the center and progressing outward. Advance in successive stages of less than  $\frac{1}{2}$  the length of the straightedge. At the Contractor's option, this requirement may be eliminated when smoothness is to be determined by the profilograph.
12. If any unit of the paving train shall operate on adjacent pavement, protect the adjacent pavement.

### 3.6 CONSOLIDATION AND FINISHING

- A. Perform hand spreading with shovels, not rakes. Do not allow workers to walk in the fresh concrete with boots or shoes coated with earth or foreign substance.
- B. Do not apply moisture to the surface of the concrete pavement unless the RPR approves the use of additional water on the fresh concrete surface to lubricate the float of the longitudinal finisher. If unusual weather conditions require the addition of superficial water to the concrete surface, apply it only in the form of a fine, fog mist.
- C. Consolidate and finish the concrete to the cross-section and elevation shown in the Drawings.
- D. Use vibrators or other approved equipment to consolidate each layer of concrete, when placed in more than 1 lift, or full depth if placed in 1 lift. Uniformly vibrate the concrete across the full width and depth of the pavement so that the density of pavement concrete is a minimum of 98% of the vibrated unit weight. The 98% density requirement may be eliminated on miscellaneous areas such as entrance pavement, median pavement and gore areas.
- E. Vibrators, either of the surface type (pan or screed) or the immersion type (tube or spud) may be attached to the spreader, paver or finishing machine, or may be mounted on a separate carriage. Only operate the vibrators when the machine they are mounted on is moving forward. Do not operate hand vibrators more than 15 seconds, or less than 5 seconds in any one location unless approved otherwise by the RPR. Place vibrators in and withdraw from concrete vertically in a slow deliberate manner.

F. Additional requirements for vibrators for concrete pavement:

1. The frequency of vibration of surface, pan or screed vibrators shall be a minimum of 3,500 cycles per minute,
2. The frequency of vibration of immersion tube vibrators attached to the paving machine shall be a minimum of 5,000 cycles per minute; and
3. The frequency of vibration of immersion spud vibrators (both hand operated and gang mounted) shall be a minimum of 8,000 cycles per minute.
4. In addition, when epoxy coated reinforcing steel is involved use vibrators with heads of rubber or other resilient material. Rubber covers securely fastened over steel heads shall be acceptable. The requirement does not apply to dowel bars and tie bars for pavement.

G. Maintain a uniform, continuous roll of concrete over the vibrators ahead of the strike-off. The height of the roll shall be approximately the same height as the thickness of the pavement being vibrated.

H. In order to obtain concrete consolidation in the vicinity of joint assemblies, the RPR may require that these areas be hand vibrated with an immersion spud vibrator.

I. On projects or areas within projects where the use of conventional equipment is impracticable, other consolidation and finishing equipment may be used with approval of the RPR.

3.7 TEXTURING

A. Provide a transverse or longitudinal tined finish where shown in the Drawings.

1. Use a burlap drag as soon as all excess moisture has disappeared and while the concrete is still plastic enough to make a granular surface possible.
2. Following the dragging operation, make a final finish or texture of the surface of the plastic pavement with grooving equipment with a metal comb that is capable of producing a uniform pattern of longitudinal grooves approximately 3/16 inch wide, spaced at  $\frac{3}{4}$  inch centers and  $\frac{1}{8}$  to  $\frac{1}{4}$  inch deep. Perform the operation at such time to minimize displacement of larger aggregate particles and before the surface permanently sets.

B. Unless otherwise noted in the Drawings, parking lot pavement, curb and gutters, sidewalks, driveways, valley gutters and other similar exposed, slab on grade construction shall receive a light broom finish.

C. Before final texturing, finish the exposed edge of the pavement to a radius of  $\frac{1}{4}$  inch with an edger. Edge the interior longitudinal joints on multiple-lane pavement to a radius of  $\frac{1}{8}$  inch. Eliminate any tool marks appearing on the slab adjacent to the joints or edge of the slab. Do not disturb the rounding of the corner of the slab.

### 3.8 JOINTS

#### A. General:

1. Construct joints according to the Drawings. Failure to construct the joints in the best possible manner will be cause for suspension of work until the cause of the defective work is remedied.
2. If existing pavement of any type is required to abut with the new pavement, and the termination of the removal is not at an existing joint, make the new joint by sawing the existing pavement full depth with a diamond saw before removal.
3. The objective is to create or form a plane of weakness in the fresh concrete before uncontrolled or erratic cracking occurs. The following methods are acceptable:
  - a. Use concrete saws to saw all contraction joints no wider than the initial saw cut and to a depth of  $D/3 \pm \frac{1}{4}$  inch. Extreme conditions could exist which make it impracticable to prevent erratic cracking by sawing the joints early. At the onset of the project, devise methods, with the approval of the RPR, to control this cracking.
  - b. Make a “plastic concrete cut” straight and well defined so it can be sawed out by the saw crew. The “plastic concrete cut” would replace the specified initial saw cut. Suggested procedures could be the use of a stiff metal parting strip, with or without handles that would be gently inserted in the fresh concrete and removed, thereby parting the interlocking coarse aggregate and providing a plane of weakness.
  - c. Cut the fresh concrete with a mason’s trowel and straightedge from a worker’s bridge. It is imperative that the “plastic concrete cut” joint and the second stage saw cut are in the same exact location.
  - d. At the Contractor’s option, “early entry” saws may be used based on satisfactory performance and depth of cut recommended by the equipment manufacturer.
  - e. Procedures to control erratic cracking are not limited to these examples.
4. Edge any transverse joint requiring hand finishing and edging with a tool having a radius of  $\frac{1}{8}$  inch. Do not indent the surface of the pavement with the horizontal face of the edger.

#### B. Contraction Joints.

1. Install contraction joints of the type, dimensions and spacing shown in the Drawings.
2. Dowel Joints.
  - a. Stretch a stringline along the centerline of the joint, or otherwise adequately mark it to assure dowel bar joint assembly alignment.

- b. Install the dowel bar joint assembly so the centerline of the assembly is perpendicular to the centerline of the slab, and the dowels lie parallel to the slab surface and slab centerline. Place concrete so it will not displace or disarrange the joint assembly. Mark the location of contraction joints to assure the joints are sawed in the proper location.

C. Longitudinal Joints.

1. Construct longitudinal joints according to the Drawings. When sawed joints are specified or used, provide approved guide lines or devices to cut the longitudinal joint on the true line as shown in the Drawings. Perform the sawing of longitudinal joints at a time that will prevent erratic or uncontrolled cracking. When “plastic concrete cut” methods are used, no sawing or widening of the joint will be required to make a sealant reservoir.

D. Construction Joints.

1. Make a butt construction joint perpendicular to the centerline of the pavement at the close of each day's work, or when the process of depositing concrete is stopped for a length of time sufficient for the concrete to take its initial set. Form this joint by using a clean header having a nominal thickness of 2 inches, and minimum cross-sectional area equal to pavement thickness by pavement width. Cut the header true to the crown of the finished pavement. Accurately set and hold it in place in a plane at right angles to centerline and perpendicular to the surface of the pavement.
2. Protect the top surface of the header with steel. Securely fasten a trapezoidal piece of metal or wood approximately 2 inches wide and a minimum of 1 inch in depth on the face of the header, along the center of the header to form a grooved or keyed joint.
3. With approval of the RPR, the Contractor may pave beyond the joint location a distance to maintain the line and grade. Saw the construction joint when the concrete has hardened. Drill holes for reinforcing tie bars and epoxy the bars in-place. Place fresh concrete against the previously placed concrete taking care to avoid injury to the edge. Vibrate the concrete to obtain an interlocking joint and prevent a honeycombed face of the joint. The additional concrete, removal of debris and other work created by this alternative is at the Contractor's expense.
4. Unless shown otherwise in the Drawings, do not place any construction joint within 5 feet of an expansion, contraction or other construction joint.

E. Isolation (Expansion) Joint Construction

1. Isolation joints shall be formed around fixed objects, structures, walks and where indicated in the Drawings.

**F. Special Joint Construction.**

1. Construct special joints as shown in the Drawings or as ordered by the RPR around drainage, utility and other structures located within the concrete pavement boundaries. Hold temporary forms securely in place during the concrete placement operation.

**G. Joint Construction.**

1. Construct all joints as shown in the Drawings. Repair or replace any curing medium damaged during joint construction. Construct joints as follows:
  - a. Induced Plane of Weakness. The first saw cut is a relief cut at the proper joint location, approximately  $\frac{1}{8}$  inch wide and to the full joint depth as shown in the Drawings ( $D/3 \pm \frac{1}{4}$  inch). Make the relief cut as soon as the concrete has hardened enough so that no excess raveling or spalling occurs, but before any random cracks develop. The sequence of the relief sawing is at the Contractor's option, provided all relief sawing is completed before random cracking develops. Use suitable guide lines or devices to cut the joint straight and in the correct location. Repair curing membrane damaged during sawing as directed by the RPR. Alternate methods to the first stage sawing as specified in this Section may also be used.
  - b. Reservoir Construction. Do not perform widening of the relief joints to full width until the concrete is a minimum of 48 hours old. Delay it longer if the sawing causes raveling of the concrete. If second stage sawing is performed before completion of the curing period, maintain the cure by use of curing tapes, plastic devices or other materials approved by the RPR. Center the joint groove over the relief cut, and saw it to the dimensions shown in the Drawings. Should any spalling of the sawed edges occur that would detrimentally affect the joint seal, patch it with an approved epoxy patching compound and allow it to harden before installing the joint material. Make each patch true to the intended neat lines of the finished cut joint.

**H. Cleaning Joints.**

1. Immediately clean freshly cut sawed joints by flushing with a jet of water under pressure and other necessary tools to remove the resulting slurry from the joint and immediate area.
2. To clean the joints, use air compressors equipped with suitable traps capable of removing all surplus water and oil from the compressed air. When contaminated air is found to exist, work will be stopped until suitable adjustments are made, and the air stream is found to be free of contaminants.
3. Just before applying the hot or cold joint sealant, complete a final cleaning by air blasting to clean incompressibles from the joint.

I. Sealing Joints.

1. The joint location, size and configuration is shown in the Drawings. Use applicable materials to obtain the required joint sealant configuration. Seal longitudinal pavement joints full depth with either a cold applied chemically cured joint sealant or a hot joint sealing compound. Use only 1 type of longitudinal joint sealant on a project, unless otherwise approved by the RPR. Seal joints before opening to traffic.
2. Cold Applied Chemically Cured Joint Sealants.
  - a. Do not seal joints until they are clean and dry, and the pavement has attained the age recommended by the manufacturer of the sealant. Do not apply sealant to damp concrete, or install it during inclement weather. Place the sealer full depth in close conformity with dimensions shown in the Drawings. Any deviation will be cause for rejection of the joint until satisfactory corrective measures are taken. Do not apply joint sealant when the ambient air temperature is below 40°F, or as specified by the manufacturer.
  - b. Apply the joint sealant by an approved mechanical device. Any failure of the joint material in either adhesion or cohesion will be cause for rejection. Repair the joint to the RPR's satisfaction.
  - c. Some cold applied, chemically cured sealants are not self-leveling and will not position properly in the joint under its own weight. Tool the sealant surface as shown in the Drawings. Accomplish tooling before a skin forms on the surface. The use of soap or oil as a tooling aid is prohibited.
  - d. After a joint has been sealed, promptly remove all surplus joint sealer from the pavement or structure surfaces.
  - e. Do not permit traffic over sealed joints until the sealer is tack free, or until debris from traffic cannot imbed into the sealant.
3. Hot Applied Joint Sealing Compound.
  - a. Do not seal joints until they are clean and dry, and the pavement has attained the age recommended by the manufacturer of the joint sealing compound. Install joint sealing compound according to the manufacturer's recommendations.
  - b. Completely clean out the application unit when changing brands of materials, or if the material exhibits any sign of changes in application characteristics, polymer or oil separation, balling or any signs of jelling. If the application unit contains compatible material from a previous project at start-up, provide the RPR a certification covering the material in the application unit, including the manufacturer, type, etc. Material that cannot be identified and certified shall be completely cleaned out before start-up.
  - c. After a joint has been sealed, promptly remove all surplus joint sealer from the pavement or structure surfaces.

- d. Do not permit traffic over sealed joints until the sealer is tack free, or until debris from traffic cannot imbed into the sealant.

### 3.9 PROTECTION AND CURING OF CONCRETE

- A. Cure the pavement by using burlap, liquid membrane-forming compounds, white polyethylene sheeting, concrete curing blankets or reinforced white polyethylene sheeting. Failure to provide proper curing is cause for immediate suspension of the concreting operations.
- B. Burlap, Concrete Curing Blankets, White Polyethylene Sheeting and Reinforced White Polyethylene Sheeting.
  1. Place the curing material on the pavement immediately after the pavement has been finished, and the concrete has hardened sufficiently to avoid harmful marring of the surface, yet early enough to prevent undue loss of moisture from the concrete. If the pavement becomes dry before the curing material is placed, moisten the concrete with a fine spray of water. Place burlap-polyethylene blankets with the dampened burlap side down. Dampen burlap and place on the surface. Keep burlap damp throughout the entire curing period.
  2. Lap adjacent units of curing materials approximately 18 inches. Upon removal of the forms, extend the material to completely cover the full depth of the exposed pavement.
  3. Weight the curing material down using continuous windrows of earth placed along the sides and edges of the pavement and transversely across the pavement on the laps to cause the material to remain in contact with the covered surface throughout the curing period. Other methods may be used with approval of the RPR.
  4. Walking on the pavement surface to place the curing material is prohibited. Walking on the curing material is prohibited until the pavement has cured sufficiently to prevent damage to the surface.
  5. Leave the curing material in place for a minimum of 4 days, unless otherwise directed by the RPR. Immediately repair any tears or holes appearing in the material during the curing period, or replace it with material in good condition.
  6. The material may be reused, provided it is kept serviceable by proper repairs, and if in the judgment of RPR it will provide water retention during the curing period.
- C. Liquid Membrane-Forming Compounds.
  1. After finishing operations have been completed and immediately after the free water has left the surface, completely coat and seal the surface of the slab with a uniform layer of white membrane curing compound. Apply the compound in 1 application at a minimum rate of 1 gallon per 150 square feet of surface. Thoroughly mix the curing compound at all times during usage. Do not dilute the white membrane curing compound.

2. Protect the treated surface from injury a minimum of 4 days, unless otherwise directed by the RPR. If the newly coated film is damaged in any way, apply a new coat of material to the affected areas equal in coverage to that specified for the original coat. A minimum of foot traffic will be permitted on the dried film as necessary to properly carry on the work, provided any damage to the film is immediately repaired by application of an additional coat of compound.
3. Immediately after the forms are removed (fixed form and slip form), coat the entire area of the sides of the slab with white membrane curing compound at the rate specified for the pavement surface, regardless of whether or not further concrete placement will be made against the pavement edge. Approved hand spray equipment will be permitted only for the application of curing compound on the sides of the slab, for repairing damaged areas and for hand finished areas. Repair any damaged areas caused by joint sawing.

### 3.10 OPENING TO TRAFFIC

- A. No motorized traffic is allowed on the pavement until all of the following conditions are met.
  1. Construction Traffic Only.
    - a. The flexural strength of the pavement shall meet or exceed 450 psi. Determine the flexural strength of the pavement by testing flexural strength specimens utilizing the third point loading method, or by use of a calibrated maturity meter.
    - b. If testing is not done, observe a 4 day curing period before allowing motorized traffic on the pavement.
    - c. Provide protection to keep foreign material out of the unsealed joints by an approved method.
  2. All Traffic.
    - a. In addition to requirements for Construction Traffic Only given above, the joints shall be sealed according to this Section.
    - b. The pavement surface shall be swept and/or washed down to remove all dirt, debris or foreign materials prior to opening to traffic
  3. The Contractor may, at own expense, increase the cement content from the minimum as per Division 03 Concrete to accelerate the strength gain of the Portland Cement Concrete Pavement.

3.11 COLD WEATHER CURING.

- A. Maintain the concrete pavement at a minimum temperature of 40°F, as measured along the surface of the concrete, for a minimum of 4 days after placing. When the ambient air temperature is expected to drop below 35°F, anytime during the curing period, take precautions to maintain the concrete temperature. Keep a sufficient supply of approved moisture barrier material, other than liquid curing compound, and suitable blanketing material, such as straw, hay and burlap close by. Be prepared to cover the pavement with a moisture barrier and protect all pavement less than 4 days old with blanketing material. Remove, dispose of and replace concrete damaged by cold weather, as determined by the RPR.

3.12 QUALITY CONTROL.

- A. Field testing and sampling of materials shall conform to the requirements of Division 03 Concrete.
- B. Laboratory testing of materials shall conform to the requirements of Division 03 Concrete
- C. Correction of deficient materials shall conform to the requirements of Division 03 Concrete.

END OF SECTION

SECTION 32 17 23  
PAVEMENT MARKINGS

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Section includes pavement markings applied to asphalt and concrete pavement.

**1.2 ACTION SUBMITTALS**

A. Product Data: For the following:

1. Pavement Marking Paint
2. Thermoplastic Materials.
3. Cold Plastic Materials.
4. Glass Beads.
5. A copy of the manufacturer's application instructions.

B. Contractor Certifications

1. Provide a letter of certification from the pavement marking manufacturer indicating the Contractor's qualifications to install their product.
2. Provide a minimum of 1 employee on the project holding an American Traffic Safety Services Association (ATSSA) pavement marking certification and experienced in the application of the appropriate type of pavement marking material.

**1.3 FIELD CONDITIONS**

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 45° F, and not exceeding 95° F.

**PART 2 - PRODUCTS**

**2.1 PAVEMENT-MARKING PAINT**

A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.

1. Color: As indicated.

## 2.2 THERMOPLASTIC PAVEMENT MARKING MATERIAL

- A. This specification covers thermoplastic materials suitable for use as retroreflective pavement markings on asphalt and Portland Cement concrete pavements. The material is applied to the pavement in molten form. Glass beads are pre-mixed into the material furnished, and also dropped on the surface of the molten material immediately after it is applied to the pavement surface, at a rate specified. Upon cooling to normal pavement temperature, it produces an adherent retroreflectorized stripe of specified thickness and width, capable of resisting deformation by traffic.
- B. The following General Requirements shall apply:
  - 1. Provide the material in white and/or yellow as specified.
  - 2. A binder-sealer is required for applications involving asphalt over 2 years old, or for asphalt surfaces that are worn or oxidized to a condition where 50% or more of the wearing surface is exposed aggregate.
  - 3. Do not commingle materials from different manufacturers.
- C. Thermoplastic Material and Premix Beads.
  - 1. Provide thermoplastic material that complies with AASHTO.
  - 2. M 249 with the following restrictions:
    - a. Only maleic modified glycerol ester alkyd based resins will be allowed for the binder system.
    - b. Yellow pigments must comply with the latest OSHA standards for toxic heavy metals.
- D. When binder-sealer is specified, provide one that is recommended by the manufacturer of the thermoplastic material, and apply it according to the manufacturer's instructions. The binder-sealer must be compatible with the pavement material, and form a tight bond between the pavement and the thermoplastic material.
- E. Color: For yellow, meet the following minimum chromaticity coordinates:

TABLE I CHROMATICITY COORDINATES									
COLOR	1		2		3		4		
	X	Y	X	Y	X	Y	X	Y	
Yellow	0.475	0.450	0.490	0.433	0.520	0.450	0.495	0.475	

The yellow lines must also display a nighttime presence of yellow when viewed under automobile headlights.

- F. Provide thermoplastic that complies with the minimum retroreflectivity requirements in Table 2 using an acceptable 30-meter retroreflectometer:

<b>TABLE 2</b> <b>THERMOPLASTIC RETROREFLECTIVITY REQUIREMENTS</b>	
Color	millicandelas/sq m/lux (min.)
White	300
Yellow	225

## 2.3 COLD PLASTIC

- A. This specification covers cold plastic pavement marking materials for use on both concrete and asphalt surfaces.
- B. Provide performed pavement markings that comply with ASTM D 4505 with the following exceptions and additions:
  - 1. Delete all references to application temperatures.
- C. Retroreflectivity: Provide pavement markings that comply with the following minimum retroreflectivity requirements in Table 3 using and acceptable 30-meter retroflectometer:

<b>TABLE 3</b> <b>COLD PLASTIC RETROREFLECTIVITY REQUIREMENTS</b>	
Color	millicandelas/sq m/lux (min.)
White	250
Yellow	175

## 2.4 MULTI-COMPONENT LIQUID PAVEMENT MARKING

- A. This specification covers multi-component, liquid materials suitable for use as retroreflecting pavement markings on Portland Cement concrete or asphalt pavements. These can be modified urethanes, polyureas, methylmethacrylates, special epoxies or other applicable materials. Glass beads or other reflective elements are dropped at a specified rate on the surface of the liquid material immediately after it is applied to the pavement surface. Upon curing, it produces an adherent retroreflective marking of specified thickness and width, capable of resisting deformation by traffic.
- B. Provide the material in white and yellow. For yellow, meet the following minimum chromaticity coordinates:

<b>TABLE 4</b> <b>CHROMATICITY COORDINATES</b>								
<b>COLOR</b>	<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>	
	<b>X</b>	<b>Y</b>	<b>X</b>	<b>Y</b>	<b>X</b>	<b>Y</b>	<b>X</b>	<b>Y</b>
Yellow	0.461	0.445	0.490	0.424	0.520	0.450	0.495	0.475

C. Provide material that is a homogeneous blend of liquid resins, pigments, and fillers and is also free of lead and other toxic heavy metals.

## 2.5 EPOXY LIQUID PAVEMENT MARKING

A. This specification covers epoxy resin and glass beads suitable for use as reflective pavement markings on Portland Cement concrete or asphalt pavement.

B. General:

1. Provide an epoxy resin material that is toxic heavy metal free, 2-component, 100% solids, and is formulated and tested to perform as a pavement marking material with glass beads applied to the surface. The 2 components are an epoxy resin and an amine curing agent. Provide complete manufacturer's specifications and material safety data sheets to the Engineer for all material provided.
2. Provide a material that does not exude toxic fumes when heated to application temperature.
3. Provide a material that, when mixed in the proper ratio and applied at 0.02 inch wet film thickness at 75° F with the proper saturation of glass beads, has a no tracking time of less than 40 minutes for slow curing material and less than 10 minutes for rapid curing material. Provide a material that is capable of fully curing under a constant surface temperature of 32° F or above.

C. Properties of Cured Material.

1. Color. Provide white and yellow material that complies with the following Daylight Reflectance values and minimum chromaticity coordinates:

**TABLE 5  
COLD PLASTIC RETROREFLECTIVITY REQUIREMENTS**

Color	45 Degrees – 0 Degrees, % Min.
White	75
Yellow	45

TABLE 6 CHROMATICITY COORDINATES								
COLOR	1		2		3		4	
	X	Y	X	Y	X	Y	X	Y
Yellow	0.461	0.445	0.476	0.424	0.520	0.450	0.495	0.475

2. Retroreflectivity. Provide epoxy pavement marking material that meets the following minimum retroreflectivity requirements using an acceptable 30-meter retroreflectometer:

TABLE 7 EPOXY RETROREFLECTIVITY REQUIREMENTS	
Color	millicandela/sq m/lux (min.)
White	325
Yellow	250

3. Hardness. Provide material with Shore D hardness of 75 minimum.

4. Bond Strength to Concrete. Provide material that when catalyzed, has such a high degree of adhesion to the specified concrete surface that there is a 100% concrete failure. Apply the material at a film thickness of  $0.01 \pm 0.001$  inch to concrete with a minimum compressive strength of 4000 psi. Allow the material to cure for 72 hours at 77° F before the test is performed.

5. Yellowness Index. White only. Value after 72 hours in QUV – 30 maximum when tested at  $0.01 \pm 0.001$  inch and a 72-hour cure.

## 2.6 GLASS BEADS FOR DROP-ON APPLICATION

A. Provide regular beads that are specifically manufactured to be compatible with the marking system used, and comply with AASHTO M 247, Type I.

B. When a double drop system using both regular beads and large beads is specified, provide large beads that are also compatible with marking system used, and comply with AASHTO M 247, except with the following gradations \*FP-96, Type 4):

TABLE 8 GLASS BEAD	
Sieve Size	Percent Passing
No. 10	100
No. 12	95-100
No. 14	80-95
No. 16	10-40
No. 18	0-5
No. 20	0-2

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.
- C. Use equipment designed for the preparation and application of the appropriate type of pavement marking material.
- D. On existing pavements, remove the existing pavement markings according to the recommendations of the manufacturer of the new pavement markings. Remove the existing pavement markings and symbols without damaging the pavement surface. As the work progresses, remove all material deposited on the pavement as a result of the removal operations. Use methods approved by the Engineer to repair all pavement damaged during the pavement marking removal operations. Remove temporary pavement markings, if any, the same day the durable pavement markings are applied. Remove loose particles, dirt, tar, grease, residue of prior pavement markings and other deleterious material from the pavement surfaces.
- E. Lay out the pavement marking as detailed in the Drawings. If the Drawings do not provide details, submit to the Engineer for approval, a layout plan for the pavement markings that complies to the MUTCD. Locate longitudinal pavement marking stripes a minimum of 2 inches and a maximum of 8 inches from longitudinal joints. Provide adequate guide marks (approximately 2 inches by 12 inches at approximately 30 to 50 foot intervals) for the application of the pavement markings.
- F. Apply the pavement markings according to the manufacturer's recommendations.
- G. Follow the manufacturer's recommendations regarding pavement and ambient temperature at the time of application. The Engineer will verify the pavement and ambient temperatures before beginning work and when deemed necessary. Apply pavement markings straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance.

### 3.2 PAINTED PAVEMENT MARKING

- A. Allow asphalt paving to age for a minimum of 30 days before starting pavement marking.

- B. Marking-paint manufacturers caution that paint will bleed or tear surface of new asphalt unless asphalt is aged before painting. This aging period may vary from 30 to 90 days. If pavement marking must proceed immediately, consider revising text to a phased application of a thin first coat followed by a thicker second coat once asphalt has aged. Verify that two-coat application is recommended by marking-paint manufacturer.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.
  - 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

### 3.3 COLD PLASTIC/PATTERNEDE COLD PLASTIC PAVEMENT MARKING

- A. Grind an inset for the pavement marking into the surface of the pavement. Grind the inset  $0.04 \pm 0.01$  inch deep, with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking.
- B. On new or existing PCCP, cut the marking tape at any joint in the pavement that is crossed by the tape.
- C. When recommended by the manufacturer, use heat, solvent or other types of adhesive primer.

### 3.4 EPOXY LIQUID PAVEMENT MARKING

- A. When pavement markings are applied to Portland Cement Concrete pavement or bridge decks less than 1 year old, remove all curing compounds and laitance by shot or sand blasting.
- B. Use a slower curing epoxy material (40 minutes) for pavement markings applied to Portland Cement Concrete. For other surfaces, fast setting (10 minutes) epoxy material may be used with approval of the Engineer.
- C. Apply the epoxy liquid material closely behind the surface cleaning procedures.
- D. Before mixing the components of the pavement marking material, heat the individual components to the temperature ranges recommended by the manufacturer of the material. Do not exceed the maximum recommended temperature at any time.

- E. Apply the epoxy liquid pavement marking material at a thickness of 20 mil  $\pm$  5 mil on asphalt and Portland Cement Concrete.
- F. Immediately apply all glass beads (double drop system) to the epoxy liquid pavement marking at the rate of 25 pounds per gallon of epoxy liquid, equally divided between the large and regular bead gradations. Do not mix large and regular gradation beads. Keep and apply large and regular beads separately. Apply the large beads on the first drop and the regular beads on the second.

### 3.5 MULTI-COMPONENT LIQUID PAVEMENT MARKING

- A. When pavement markings are applied to Portland Cement Concrete Pavement or bridge decks less than 1 year old, remove all curing compounds and laitance by shot or sand blasting.
- B. Apply the multi-component liquid material closely behind the surface cleaning procedures.
- C. Before mixing the components of the pavement marking material, heat the individual components to the temperature ranges recommended by the manufacturer of the material. Do not exceed the maximum recommended temperature at any time.
- D. Apply the multi-component liquid pavement marking material at the thickness recommended by the manufacturer on asphalt and concrete surfaces. Immediately apply the glass beads (double drop system) to the multicomponent liquid pavement marking at the rate recommended by the manufacturer to obtain the required level of retroreflectivity, equally divide between the large and regular bead gradations. Apply the large beads on the first drop and the regular beads on the second.

### 3.6 INTERSECTION GRADE PAVEMENT MARKING

- A. For Multi-Component Materials: Follow subsection 3.4 above.
- B. High Durability Tape. Grind an inset for the pavement marking into the surface of the pavement. Grind the inset 40 mil  $\pm$  10 mil deep with the width and length of the inset a maximum of 2 inches greater than the dimensions of the pavement marking.
- C. On new or existing Portland Cement Concrete, cut the marking tape on either side of any joint in the pavement that is crossed by the tape.
- D. When recommended by the manufacturer, use heat, solvent or other type of adhesive primer.
- E. Preformed Thermoplastic. Use a heating device recommended by the material manufacturer to fuse the preformed thermoplastic to the pavement. Apply the pavement markings as recommended by the manufacturer.

F. When recommended by the manufacturer, use solvent or other type of adhesive primer.

### 3.7 ALL THERMOPLASTIC PAVEMENT MARKING

- A. Apply thermoplastic pavement markings between April 15 and October 15. If the manufacturer's recommendations allow, the Engineer may waive the date restrictions. The Engineer will notify the Contractor in writing of any allowed variance.
- B. Thermoplastic Pavement Marking
  1. The required thickness for longitudinal markings is a minimum of 90 mil at the edges, and a maximum of 125 mil at the center of the stripe. The required thickness for transverse markings and symbols is a minimum of 125 mil at the edges, and a maximum of 160 mil at the center.
  2. If used, apply the binder-sealer according to the manufacturer's recommendations. The Engineer will not approve the application of the thermoplastic material until the binder-sealer applied to the pavement is devoid of all solvent or water. The Engineer may waive the use of binder-sealer on new pavement and existing surfaces with less than 20% exposed aggregate.
  3. Apply prepared thermoplastic material in a molten state within a temperature range of 400 to 440 ° F. The Engineer will not approve the use of scorched material or prepared material that has been maintained at 440 ° F for a period exceeding 4 hours.
  4. Apply Type 1 glass beads at a minimum rate of 15 pounds per 100 square foot. Embed glass beads in the thermoplastic material so that 40 to 50% of the sphere's cross-sectional diameter remains exposed.
- C. Sprayed Thermoplastic Pavement Marking
  1. Apply the pavement markings as recommended by the manufacturer at a thickness of  $40 \pm 5$  mils.
  2. Apply prepared thermoplastic material in a molten state within a temperature range of 375 to 425 ° F. The Engineer will not approve the use of scorched material or prepared material that has been maintained at 425 ° F for a period exceeding 4 hours.

### 3.8 BASIS OF ACCEPTANCE

- A. Alignment: Lines that deviate laterally from the intended alignment more than 2 inches in 200 feet may be rejected.
- B. Defects: Remove and replace pavement markings that:
  1. Have drag marks, gashes, gouges, foreign covering, discolored areas or areas that have failed to solidify.
  2. Have improper adhesion, width, length or thickness.

- 3. Have areas that present a ragged appearance, areas that do not present sharply defined edges, or areas with abrupt unintended changes in alignment.
- C. Provide an acceptable 100 foot retroreflectometer to use on the project which will remain the property of the Contractor. In the presence of the Engineer, measure the retroreflectivity between 12 hours and 14 days after the application. Take a minimum of 10 readings per color line evenly spaced over the Project Limits. The Engineer will average all of the readings for each color line to determine the retroreflectivity.
- D. Remove and replace all unsatisfactory pavement markings that do not comply with minimum retroreflectivity requirements as stated in Table 5.

TABLE 9 MINIMUM RETROREFLECTIVITY REQUIREMENTS		
Type of Material	Color	millicandela/sq m/lux (minimum)(Initial)
Cold Plastic	White	250
	Yellow	175
Patterned Cold Plastic	White	475
	Yellow	375
Epoxy	White	325
	Yellow	250
High Durability Tape	White	225
	Yellow	175
Thermoplastic	White	300
	Yellow	225
Preformed Thermoplastic	White	300
	Yellow	225
Spray Thermoplastic	White	300
	Yellow	225
Multi Component	White	325
	Yellow	250

### 3.9 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 32 92 00  
TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Turf Grass Seeding.
2. Hydro Mulching.
3. Plugging.
4. Sprigging.
5. Pasture and/or Native Grasses.

1.2 SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production, date of packaging, and origin of seed (State).

B. Product Certificates: For fertilizers, from manufacturer.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

1.4 PROJECT CONDITIONS

A. Planting Seasons:

1. Seeding (Cool Season Grasses)
  - a. Spring Planting: February 15 - April 20.
  - b. Fall Planting (Preferred): August 15 - October 15.

2. Seeding (Warm Season Grasses)
  - a. November 15 - June 1.
3. Seeding (Pasture/Native Grass)
  - a. August 15 - September 20.

B. The Engineer reserves the right to delay the drilling or seeding of any seeds or to vary the permissible seeding seasons listed above due to weather or soil conditions or for other causes.

C. Maintenance Period:

1. Seeded Turf: 60 days from date of planting completion.
  - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
2. Plugged Turf: 30 days from date of planting completion.
3. Sprigged Turf: 30 days from date of planting completion.
4. Prairie Grass and/or Wildflowers: 60 days from date of planting completion.

## PART 2 - PRODUCTS

### 2.1 SEED

A. Purity/Germination: The Contractor shall provide grass seed of the variety and the rates as required to produce the live seed rates shown below or as specified on the Drawings. Live seed for each grass species is the product of the percentage of purity and the percentage of germination. The seed shall be new-crop seed complying with and labeled in accordance with U.S. Department of Agriculture "Rules and Regulations and the Federal Seed Act" in effect at date of purchase of seed. All seed shall be furnished in standard containers. Seed which has become moldy, wet, or otherwise damaged in transit or storage shall not be accepted.

B. Seed/Fertilizer rates:

1. Temporary Seeding

- a. Annual Ryegrass
  - 1) Seed Rate: 4 lbs per 1,000 sq.ft.
2. Cool Season Grass
  - a. Turf Type Tall Fescue Seed Blend (Kansas Premium Blend by Gard'n Wise or equal as approved by the Engineer).
    - 1) Seed Rate: 8 lbs per 1,000 sq.ft. (minimum 95% purity, 80% germination)
    - 2) Fertilizer: (12-24-12) @ 350 lbs per acre.

## 2.2 SPRIGS

- A. Sprigs shall be of the grass species specified on the Drawings, and shall be healthy, living stems and roots freshly harvested without adhering soil or weeds and obtained from heavy, vigorous growing and mowed turf. After loosening sprigs from the soil, they shall be immediately gathered in piles or windrows and kept moist until planted.

## 2.3 PASTURE/NATIVE GRASS AREAS

- A. Pastures and native grassed areas shall be reseeded as shown below:

TABLE 1	
SEED	APPLICATION RATE
Big Bluestem	8 lbs/acre
Brome Grass	8 lbs/acre
Switch Grass	3 lbs/acre
Western Wheatgrass	8 lbs/acre
Indian Grass	8 lbs/acre
Little Bluestem	5 lbs/acre
Side Oats	5 lbs/acre
Total	45 lbs/acre

- B. Seed Application will be 1lb/1,000 sq.ft.
- C. Fertilizer application (N-P-K) will be 12-24-12
- D. Mulch will be prairie hay applied at a rate of 2 tons/acre

## 2.4 FERTILIZERS

A. Fertilizer: Fertilizer shall be proportioned as specified herein or on the Drawings and shall be of commercial grade, uniform in composition, free-flowing and suitable for application with approved equipment, delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Laws, and bearing the same trade name or trade mark, analysis and warranty of the producer.

## 2.5 MULCHES

A. Hay Mulch

1. Prairie hay mulch shall normally be used. The hay shall not contain an excessive quantity of noxious weed seeds. The mulch shall be a sharp grade prairie hay, sedan grass hay or brome sedge or any other type of native hay or grass. Straw shall be 8 inches minimum; 50% shall be 10 inches in length or longer.

B. Hydro Mulch

1. Hydro-mulch shall be a bonded fiber matrix (BFM) product made from non-toxic, biodegradable, thermally processed, virgin, wood fibers that contains no growth or germination inhibiting factors and complies with the table below:

TABLE 2 - HYDRO-MULCH	
PROPERTY	REQUIREMENT
Virgin wood fibers	90% minimum
Organic matter	99% minimum
Hydrocolloid-based binder	10% minimum
“Dry” Moisture Content	9 - 15%
pH	5.5 - 7.5
Water holding capacity	13 times own weight
Dye agent color	Green or Yellow

## 2.6 WATER

A. Water shall not contain substances in the amounts considered harmful for the normal growth of vegetation.

## PART 3 - EXECUTION

### 3.1 SOIL PREPARATION

A. Project Coordination: After the construction has been completed, (except as provided below), the site has been brought to final grades as shown on the Drawings, and other

plantings have been accomplished, the Contractor shall prepare the areas to be grassed as specified. When so directed or permitted by the Engineer, portions of the construction site may be grassed at different periods of time provided that the planting occurs in proper seasons as specified. Any grassed areas damaged by subsequent operations of the Contractor shall be replanted as directed by the Engineer at no additional cost to the Owner.

- B. **Tillage:** The areas required to be grassed shall be prepared for planting by cultivation, removal of all objectionable material, and filling of the gullies or depressions. The soil preparation shall be accomplished by disking, harrowing firming. (Plowing will also be required if so indicated on the Drawings.) The minimum depth of soil preparation shall be three (3) inches. Existing weed stubble, small weeds and grass that can be disked shall be cut by the disk and partially incorporated into the soil. Several diskings and harrowings over some areas may be required to provide a satisfactory seedbed. Areas too steep or otherwise inaccessible for disking shall be prepared by hand methods. The minimum depth of preparation of the seedbed where hand methods must be employed shall be two (2) inches. Disking, harrowing and raking shall be done longitudinally on slope areas. The soil preparation on all slope areas shall be performed with disks and harrows unless demonstration shows such methods impracticable and that hand methods must be used.
- C. **Protection:** During the process of soil preparation, extreme care shall be exercised to avoid injury to all trees that have been planted or designated by the Engineer to be saved. The Engineer may designate local areas of desirable native perennial grasses to be omitted during the soil preparation.
- D. **Weed Destruction:** Areas of annual grasses such as cheat, crab grass, triple-awn, etc., shall be destroyed by thorough disking prior to seeding.

### 3.2 TEMPORARY SEEDING

- A. Regardless of planting season, the Contractor shall seed all areas disturbed by construction activities with temporary seeding (rye grass). This temporary seeding may be omitted only if other seeding is required in accordance with project requirements. Temporary seeding or permanent seeding/sodding shall be applied within 14 days after the area has been disturbed. All costs for temporary rye grass seeding shall be considered subsidiary to other bid items, unless a specific bid item is included in the bid form.

### 3.3 SEEDING

- A. **Seed Application:** Seeds shall be uniformly distributed with acceptable drills, hydraulic-slurry, or other equipment approved by the Engineer. Broadcasting with a standard grass seeder will be required on areas where it is impossible to operate a drill and this method may also be required for certain small seeds.

- B. **Combined Seeding/Fertilizing:** When a standard drill with fertilizer attachment is used, certain mixed seeds may be placed in the seed box and the fertilizer placed in the fertilizer compartment. Both may be applied during one (1) operation, unless notes on the Drawings require separate applications. Fertilizer may be drilled into the soil or applied by the hydraulic-slurry. Broadcasting fertilizers is permissible on rough, rocky slopes where drills cannot operate.
- C. **Broadcasting:** Kentucky bluegrass, Bermuda grass and seeds of similar size shall not be mixed with the coarse types of seeds. The finer seeds may be planted with certain drills by removing the seed tubes or they may be broadcast with hand seeders. Broadcast seeding shall be done when the weather is reasonably calm so that the seed will lodge on the prepared seed bed areas.
- D. **Equipment:** All drills shall be fully adjustable so that they will deliver the seeds and fertilizer at the rates specified on the Drawings or ordered by the Engineer. Drills that are poor repair or that do not deliver the seeds and fertilizer uniformly in each drill furrow, shall not be used. Drills shall be adjustable so that the seeds can be planted and covered a maximum depth of  $\frac{1}{2}$  inch.
- E. **Seed Covering:** Most of the seeds should be drilled about one-half (1/2) inch deep in a well-prepared and firm seedbed. When the fertilizing and seeding operations start on an area, that area shall be completed as soon as possible. No seeding shall be done during windy weather or when the ground is wet or otherwise non-tillable. The grass seed shall then be covered, using a flexible toothed weeder or other suitable equipment. As soon as this covering operation has been completed, the seeded area shall be rolled again with the Culti-packer, the Culti-packer being run over the area only once parallel with the contours of the ground.
- F. **Watering:** The Contractor shall water the seeded areas as required to assure an acceptable stand of grass.

### 3.4 SPRIGGING

- A. **Pre-watering:** The areas to be sprigged shall be watered prior to planting when the ground is excessively dry.

B. **Sprigging:** Grass sprigs of the variety and spaced as shown on the Drawings shall be established by setting root divisions in furrows two (2) inches deep, parallel to the contours, and the roots placed so that they lie end to end in the furrow. The roots shall be covered approximately one (1) inch deep, thoroughly watered and firmed. The furrows shall be left partly open to facilitate additional watering and to hold any mulch applied on slope areas. Firming shall be done with an approved type roller, so that the top of the sprigs will be slightly below the surrounding surface after the firming process is completed.

C. **Watering:**

1. **Sprigged Areas:** Sprigged areas shall be kept thoroughly watered for twenty (20) days. Immediately following, the Contractor shall cultivate all areas between the sprigs with hand tools, to kill all weed growth and leave the soil loose and friable. At the time of cultivating, areas that do not have a satisfactory stand of grass shall be replanted as directed by the Engineer.

### 3.5 APPLICATION OF FERTILIZER

A. Fertilizer shall be distributed uniformly at rates indicated and over the area to be planted, and shall be incorporated into the soil to a depth of at least 2 inches by disking, harrowing or other methods approved by the Engineer. Distribution by means of an approved seed drill or hydro seeder equipped to sow seed and distribute fertilizer at the same time will be acceptable unless otherwise noted on the Drawings.

### 3.6 APPLICATION OF MULCH

A. **Applying Hay Mulch:** Hay mulch shall be the required mulching material, unless specified otherwise on the Drawings or directed by the Engineer. After seeding operations are complete the mulch shall be spaced uniformly by hand, manure spreader, or other suitable equipment. The mulch shall be anchored to the soil by a V-type wheel land packer, a disk harrow set to cut slightly, or bunching by wind. Spacing between disks shall not exceed 8 inches. Apply hay mulch at the rate of 2 tons per acre or 90lbs. per 1000 sq.ft.

### 3.7 HYDROMULCHING

A. Mix the BFM at a rate of 50 pounds per 100 gallons of water.

- B. Apply the BFM at the rate of (DRY) 3,500 pounds per acre of seeded and cultipacked slope, immediately after the seeding and cultipacking to maximize adhesion and minimize slumping. Obtain complete coverage with 65% of the coverage obtained from the primary angle of application and 35% of the coverage obtained from the secondary angle of application. Maintain secondary angles of coverage between 175° and 185° from the primary angle.
- C. Mixing proportions, application methods, and rates may be adjusted based on the manufacturer's recommendations and Engineer's approval.

### 3.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Engineer:
  - 1. Satisfactory Seeded Turf: 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. and bare spots not exceeding 5 by 5 inches.
  - 2. Satisfactory Plugged Turf: 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.
  - 3. Satisfactory Sprigged Turf: 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.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory. All costs in connection with replanting grassed areas shall be borne by the Contractor until an acceptable stand of grass is obtained, with no additional cost of the Owner.

### 3.9 CLEANUP AND PROTECTION

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

END OF SECTION

SECTION 33 05 24  
HORIZONTAL DIRECTIONAL DRILLING, BORING AND JACKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavation for approach trenches and pits
2. Horizontal Directional Drilling
3. Boring and Jacking
4. Casing Pipe

1.2 DEFINITIONS

- A. AASHTO: American Association of State Highway and Transportation Officials
- B. ANSI: American National Standards Institute
- C. ASTM: ASTM International
- D. AWWA: American Water Works Association
- E. CCS: Copper Clad Steel
- F. CI: Cast Iron
- G. EPA: Environmental Protection Agency
- H. HDPE: High Density Polyethylene
- I. IPS: Iron Pipe Size
- J. O&M: Operation and Maintenance
- K. OSHA: Occupational Safety and Health Administration

1.3 COORDINATION

- A. Contractor shall coordinate work with the City of Valley Center Public Works and utilities within construction area.
- B. Contractor shall obtain all necessary permits required to install the pipe using trenchless methods and for the proper disposal of drilling materials (mud, screenings, water, etc.).

- C. Contractor shall furnish all labor, materials, and equipment required to install the pipe using the trenchless methods of installation, all in accordance with the requirements of the Contract Documents. The pipe size, type and length shall be as specified herein or as shown on the drawings. Work shall include and not be limited to proper installation, testing, grouting, restoration of underground utilities and environmental protection and restoration.
- D. Contractor shall be sufficiently trained and knowledgeable of the construction technique required by the use of these trenchless methods. Contractor shall furnish all directional drilling and boring equipment, qualified laborers and equipment operators necessary to complete the required work in accordance with the project manual and associated drawings.
- E. Contractor shall obtain all additional easements or right of way required to perform the trenchless pipe installation.
- F. The length of the drill or bore shown on the drawings is the minimum required length of the installation. The Contractor may, at his option and at no expense to the Owner or Engineer, increase the length of the drill or bore during construction with approval from the Engineer.
- G. Gravity lines shall not be drilled unless otherwise approved in writing by the Engineer.

#### 1.4 SUBMITTALS

- A. Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Contractor shall provide with their installation schedule, the manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
  - 1. Pipe (Carrier and/or Casing)
  - 2. Fittings, sleeves and couplings
  - 3. Pipe restraints and welds
  - 4. Casing Spacers and End Seals
  - 5. Tracer wire
  - 6. Detectable warning tape

C. Shop Drawings:

1. Submit technical data for equipment, method of installation, and proposed sequence of construction.
2. Include information pertaining to pits, dewatering, method of spoils removal, equipment size and capacity, equipment capabilities including installing pipe on radius, type of drill bit, drilling fluid, method of monitoring line and grade and detection of surface movement, name plate data for drilling equipment and mobile spoils removal unit.
3. Data supporting the directional drilling Contractor's qualifications and experience.

D. Submit permit for installations on public right of way and lands.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Contractor shall submit a plan for installation of piping and appurtenances including their location in relation to other services or pipes in same area, drawn to scale. Show size, location and elevation of the piping and appurtenances.
- B. Field quality-control test reports.

**1.6 QUALITY ASSURANCE**

A. Regulatory Requirements:

1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
3. Comply with requirements of utility company supplying water. Includes tapping of water mains and backflow prevention.
4. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
5. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
6. Comply with local, state, and federal requirements for proper disposal of drilling materials (mud, screenings, water, etc.).

B. All applicable permits and applications must be in place prior to beginning construction. Contractor shall perform the work in accordance the permit requirements.

- C. All trenchless pipe installation operations shall be performed by a qualified Contractor with at least three (3) years of experience involving work of a similar nature to the work required for this project.
- D. All work shall be performed in the presence of the Engineer or the Resident Project Representative.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, Storage and Handling shall be in accordance with Division 33.
- B. Conduct operations so as not to interfere with, interrupt, damage, destroy, or endanger the integrity of surface or subsurface structures or utilities, and landscape in immediate or adjacent areas.
- C. Maintain access to existing items/areas indicated to remain. Modify pipe installation to maintain access to existing facilities.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Trenchless methods of pipe installation may be used in lieu of traditional trenching methods as approved by the Engineer.
- B. Should the Contractor choose to utilize trenchless installation methods in lieu of traditional trenching, no additional payment will be made unless otherwise specified or approved in writing by the Engineer.

### 2.2 HORIZONTAL DIRECTIONAL DRILLING (HDD)

- A. Performance / Design Criteria:
  - 1. HDD construction methods shall comply with the latest revisions of ASTM F1962. Pipe used for HDD construction must meet project specifications and shall include the use of restrained joints or butt-fused joints as specified in Division 33.
  - 2. Tracer wire, where required, shall meet the requirements as outlined in Division 33.

**B. Drilling Fluid:**

1. Liquid bentonite clay slurry; totally inert with no environmental risk.
2. Polymers to produce high yield bentonite can be added with approval by the Engineer.

**C. Equipment:**

1. Drilling Rig: Directional drilling rig shall consist of a hydraulically powered system to rotate and push hollow drilling pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the installation.
  - a. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations.
  - b. Hydraulic system shall be free of leaks.
  - c. Rig shall have a system to monitor and record maximum pullback pressure during pullback operations.
  - d. There shall be a system to detect electrical current from drill string and an audible alarm that automatically sounds when an electrical current is detected.
2. Drill Head: The drill head shall be steerable by changing its rotation and shall provide necessary cutting surfaces and drilling fluid jets.
3. Motors: Motors shall be of adequate power to turn the required drilling tools.

**D. Drilling Fluid (Mud) System:**

1. Mixing System: A self-contained, closed, drilling fluid mixing system shall be of sufficient size to thoroughly mix and deliver drilling fluid. The drilling fluid reservoir tank shall be a minimum of 1,000 gallons and the mixing system shall continually agitate the drilling fluid during operations.
2. Drilling Fluid: Drilling fluid shall be composed of potable water, bentonite clay and appropriate additives. Water shall be from an authorized source with pH of 8.5 to 10. Water with a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or approved equal. No additional material may be used in drilling fluid without prior approval by the Engineer. The bentonite mixture shall have the minimum viscosities as measured by a Marsh funnel in accordance with ASTM A139.

TABLE 1	
Soil Type	Viscosity Requirement
Rocky Clay	60 Seconds
Hard Clay	40 Seconds
Soft Clay	45 Seconds
Sandy Clay	90 Seconds
Stable Sand	80 Seconds
Loose Sand	110 Seconds
Wet Sand	110 Seconds

E. Tracking:

1. The system shall be capable of tracking at all depths of up to fifty feet in any soil condition, including hard rock and shale.
2. The Contractor shall supply all components and materials to install, operate and maintain the guidance system.

## 2.3 BORING AND JACKING

A. Auger Boring

1. Contractor shall use a steel encasement pipe (of approximate diameter of the pipe to be installed).
2. The auger shall be equipped with a cutter head to perform the excavation. Auger used shall be sized to convey the excavated material to the work pit.

B. Jacking:

1. Contractor shall use heavy duty jacks to complete the installation.
2. Jacking head and bracing between the jacks shall apply uniform pressure around the pipe.
3. Guides and support shall be used to direct the pipe to the proper line and grade as shown on the drawings.

## 2.4 STEEL CASING

- A. Steel pipe casing shall conform to the latest revision of ASTM A53 for Grade B and ASTM A139 for Grade A having a minimum diameter as shown on the drawings.
- B. Steel pipe shall be Grade B under railroads and Grade A on all other uses.

C. Steel pipe shall have a minimum wall thickness as shown in the following table:

Diameter of Casing - Inches	TABLE 2	
	Under Railroads	All Other Uses
Less than 12	0.250	0.188
12	0.250	0.188
14	0.312	0.188
16	0.312	0.188
18	0.312	0.250
20	0.375	0.250
22	0.375	0.250
24	0.437	0.281
26	0.437	0.281
28	0.437	0.312
30	0.500	0.312
32	0.500	0.312
34	0.500	0.312
36	0.562	0.344
38	0.562	0.344
40	0.562	0.344
42	0.562	0.344
44 through 48	0.625	0.344

## 2.5 PIPE

A. Pipe shall be as specified in Division 33.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Proper alignment and elevations shall be maintained throughout the directional drilling or boring operation.
- B. Pipe shall be installed to meet or exceed the requirements of ASTM and AWWA approved installation methods.
- C. Testing of the pipe shall be in accordance with the testing requirements as outlined in Division 33.

### 3.2 PREPARATION

- A. The entire drill path shall be accurately surveyed by the Contractor with entry and exit pit stakes placed in the appropriate locations within the areas indicated on the drawings.
- B. If using the magnetic guidance system, the drill path shall be surveyed by the Contractor for any surface geomagnetic variations.
- C. Contractor shall locate all utilities before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
  - 2. Locate, identify, and protect utilities indicated to remain from damage.

### 3.3 DEWATERING

- A. Intercept and divert surface drainage, precipitation, and groundwater away from excavation through use of dikes, curb walls, ditches, pipes, sumps or other means.
- B. Develop and maintain substantially dry subgrade during drilling and pipe installation.
- C. Comply with all local, state and federal requirements for discharging water to watercourse, preventing stream degradation, and erosion and sediment control.

### 3.4 EXCAVATION

- A. Excavate approach trenches and pits as site conditions require. Minimize number of access pits.
- B. Restore areas after completion of drilling and carrier pipe installation.

### 3.5 DIRECTIONAL DRILLING

- A. Entrance and exit pits shall be located to avoid conflicts with the public utilities, and other agencies.
- B. Provide sump areas to contain drilling fluids.
- C. Pipe sections shall be joined together per the manufacturer's specifications. When required, tracer wire shall be attached to the pulling eye and the crown of the pipe with tape at 24 inch increments along the pipe and a minimum of two full wraps around the pipe. Contractor shall test tracer wire for continuity for each section before acceptance.
- D. Guide drill remotely from ground surface to maintain alignment by monitoring signals transmitted from drill bit.

1. Monitor depth, pitch, and position.
2. Adjust drill head orientation to maintain correct alignment.

E. Inject drilling fluid into bore to stabilize hole, remove cuttings, and lubricate drill bit and pipe.

1. The drilling slurry shall be in a homogenous/flowable state serving as an agent to carry the loose cuttings to the surface through the annulus of the bore hole.
2. The volume of bentonite mud required for each pull back shall be calculated based on soil conditions, largest diameter of the pipe system component, capacity of the bentonite mud pump and the speed of pullback as recommended by the bentonite drilling fluid manufacturer.
3. Bentonite slurry is to be contained at the entry or exit side of the drill pits or holding tanks.
4. Slurry may be recycled for reuse in the opening operation or shall be hauled by the Contractor to an approved disposal/dump site for proper disposal.
5. The Contractor and Resident Project Representative shall document all drilling fluid products being used, the pumping pressure, rate of pumping and details relative to drilling fluid circulation at the end points of the drill.
6. The right of way and surrounding areas should be examined regularly for inadvertent returns. If inadvertent returns are discovered, they could be contained or cleaned up in accordance with federal, state or local regulations. These areas shall be monitored for continuing problems.

F. Continuously monitor drilling fluid pumping rate, pressure, viscosity, and density while drilling pilot bore, back reaming, and installing pipe to ensure adequate removal of soil cuttings and stabilization of bore.

1. Provide relief holes when required to relieve excess pressure.
2. Minimize heaving during pullback.

G. Calibrate and verify the accuracy of the electronic monitor in presence of the Engineer or Resident Project Representative before proceeding with other drilling. When required accuracy is not met, adjust equipment or provide new equipment capable of meeting required accuracy.

H. Readings shall be recorded after advancement of each successive drill pipe (no more than 10 feet). Access to all recorded readings and plan/profile information shall be made available to the Engineer or the Resident Project Representative at all times. At no time shall the deflection radius of the drill pipe exceed the deflection limits of the carrier pipe.

- I. Drill pilot hole with vertical and horizontal alignment with no deviations greater than 5% of depth over the length of the drill unless previously agreed to by the Engineer.
  - 1. In the event that the pilot does deviate from the drill path more than 5%, the Contractor shall notify the Engineer. The Contractor may be required to pull back and re-drill from the location along the drill path before the deviation.
  - 2. In the event of a drilling fluid fracture, inadvertent returns, or returns lost during drilling operations, the Contractor shall cease drilling and wait at least 30 minutes, inject drilling fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and wait another 30 minutes. If mud fracture continues, Contractor shall notify the Engineer for alternate methods.
- J. The pilot bore shall be approved by the Engineer or Resident Project Representative prior to commencement of the reaming phase. The diameter of the bore hole shall be increased to accommodate the pull-back operation of the required carrier pipe. The Contractor shall select the proper reamer with the final hole opening being a maximum of 1.5 times larger than the outside diameter of the pipe to be installed.
- K. Protect and support pipe so it moves freely and is not damaged during installation. Contractor shall provide pipe rollers, slings or other appurtenances to assist in supporting the pipe during installation.

### 3.6 BORING AND JACKING

- A. As the boring progresses, it shall be concurrently supported with a welded continuous, permanent, new steel pipe casing conforming to ASTM A139 and having a minimum diameter as shown on the drawings.
- B. Once the jacking operation has commenced, it shall be continued uninterrupted until the conduit has been installed to the specified limits.
- C. Borings and encasement shall be constructed so they will drain and shall be bored in a single direction. The pipe shall be pulled or pushed into the casing on premanufactured casing spacers as manufactured by RACI, CCI Pipeline Systems, Cascade or approved equal or wood skids as shown in the details and approved by the Engineer. The entire void area between the casing and the pipe shall be filled with jetted sand. The ends of the encasement pipe shall be sealed with flexible, synthetic rubber end seals with 304 stainless steel bands.
- D. All voids or abandoned holes caused by boring or jacking are to be filled by pressure grouting when deemed necessary by the Engineer representative. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.

### 3.7 OBSTRUCTIONS AND UNEXPECTED UTILITIES

- A. When obstructions or unexpected utilities are encountered during the boring or directional drilling process, the Contractor shall notify the Engineer immediately. Do not proceed around obstruction without Engineer's approval.
- B. For conditions requiring deviation in horizontal or vertical alignment, the Contractor shall submit a proposed alignment to Engineer for approval before resuming work.

### 3.8 LINE AND GRADE TOLERANCES

- A. The installed pipe and/or casing shall not deviate from the line and grade as shown on the drawings.
- B. Horizontal Tolerance:
  1. Pipe shall not deviate horizontally from what is shown on the drawings unless approved by the Engineer.
- C. Vertical Tolerance:
  1. Pipe shall not deviate vertically from what is shown on the drawings unless approved by the Engineer.

### 3.9 DISPOSAL OF SPOILS

- A. Remove, transport and legally dispose of drilling spoils.
  1. Do not discharge drilling spoils in sanitary sewers, storm sewers, or other drainage systems.
  2. When drilling in suspected contaminated soil, test drilling fluid for contamination before disposal.
  3. Spoils shall be disposed of on sites provided by the Contractor. Disposal sites must be approved by KDHE.
  4. Any material dumped in waters of the United States or wetlands is subject to U.S. Corps of Engineers permitting regulations.
- B. Slurry Removal for Horizontal Directional Drilling
  1. Contractor is responsible for removal and proper disposal of all slurry in accordance with the local, state and federal requirements.
  2. Contractor shall contain excess drilling fluids at entry and exit points until recycled or removed from site. Provide recovery system to remove drilling spoils from access pits.

3. When drilling fluid leaks to surface, immediately contain leak and barricade area from vehicular and pedestrian travel before resuming drilling operations.
4. Complete cleanup of drilling fluid at end of each work day.

3.10 CLEANING

- A. Upon completion of drilling and pipe installation, remove drilling spoils, debris, and unacceptable material from approach trenches and pits. Clean up excess slurry from ground.
- B. Restore approach trenches and pits to original condition.

END OF SECTION

SECTION 33 11 16  
WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and related components for water distribution systems and water service connections.
- B. The Contractor shall provide all labor, supervision, materials, equipment, supplies, incidentals and services; and shall perform all Work necessary for the installation and testing of the water distribution system.
- C. The water distribution system shall be constructed in accordance with the Contract Documents and the applicable laws, rules, ordinances, standards, and regulatory agencies.

1.2 DEFINITIONS

- A. ANSI: American National Standards Institute
- B. ASTM: ASTM International
- C. AWWA: American Water Works Association
- D. CCS: Copper Clad Steel
- E. CI: Cast Iron
- F. CICL: Cast Iron Cement Lined
- G. DI: Ductile Iron
- H. DICL: Ductile Iron Cement Lined
- I. DIPS: Ductile Iron Pipe Size
- J. DR: Dimension Ration
- K. EPA: Environmental Protection Agency
- L. IPS: Iron Pipe Size
- M. KDHE: Kansas Department of Health & Environment

- N. MJ: Mechanical Joint
- O. NPDES: National Pollutant Discharge Elimination System
- P. NSF: NSF International
- Q. O&M: Operation and Maintenance
- R. OSHA: Occupational Safety and Health Administration
- S. PSI: Pounds per Square Inch
- T. PVC: Polyvinyl Chloride
- U. RJ: Restrained Joint
- V. SJ: Slip Joint

### 1.3 ACTION SUBMITTALS

- A. General: Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Contractor shall provide manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
  - 1. Pipe
  - 2. Tracer wire and marking tape
  - 3. Fittings, sleeves and couplings
  - 4. Hydrants
  - 5. Pipe restraints
  - 6. Bedding Material
  - 7. Appurtenances - including water sampling stations, corporation stops, and service saddles
  - 8. Meter boxes and meter setters
  - 9. Meter vaults - including sump, ladders, steps, frame and cover, and rebar
  - 10. Gauges
- C. Provide pipe certifications and cut sheets for pipe and fittings.
- D. Provide pipe laying schedule for pipe and fittings on large diameter piping (24 inches and greater), including laying lengths and corresponding pipe line stationing.

E. Shop Drawings:

1. Detail precast concrete structures/vault assemblies and indicate dimensions, method of field assembly, and components.
2. Wiring Diagrams: Power, signal, and control wiring for alarms.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For water appurtenances to include in emergency, operation, and maintenance manuals.

1. Submit complete Installation, Operation and Maintenance Manuals, including, test reports, maintenance data and schedules, description of operation, and spare parts information.
2. Furnish Operation and Maintenance Manuals in conformance with the requirements of Division 01.
3. Manufacturer's qualifications including list of existing installations with contact names and telephone numbers.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
3. Comply with requirements of utility company supplying water. Includes tapping of water mains and backflow prevention.
4. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
5. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
6. Comply with all local, state and federal regulations.
7. Compliance with the Reduction of Lead in Drinking Water Act (2014) is required and all applicable products must meet the lead-free requirements and conform to NSF 372.

- B. Piping materials shall bear label, stamp, or other markings of specified herein.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Products for potable water applications shall be NSF 61 product certified.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
  - 1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
  - 2. Upon delivery inspect pipe and appurtenances for cracking, gouging, chipping, denting, and other damage and immediately remove from Site and replace with acceptable material.
  - 3. No other pipe or material of any kind shall be placed inside of any pipe or fitting.
  - 4. 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.
- B. Storage:
  - 1. Use precautions for pipe and fire hydrants, according to the following:
    - a. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
    - b. 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.
  - 2. Store materials to allow convenient access for inspection and identification.
  - 3. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
  - 4. Do not remove end protectors or supports unless necessary for inspection; these should be reinstalled for storage.
  - 5. Pipe and fittings other than PVC may be stored outdoors without cover. Cover PVC pipe and fittings stored outdoors.
  - 6. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
  - 7. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.
  - 8. Protect flanges, fittings, and specialties from moisture and dirt.

C. Handling:

1. Use sling to handle fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts.
2. Handle pipe, fittings and appurtenances carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
3. Avoid unnecessary handling of pipe.
4. The interior of all pipe shall be thoroughly cleaned of all foreign matter before being lowered into the trench, and shall be kept clean during laying operations by means of plugs or other approved methods. In all cases water shall be kept out of the trench until the material in the joints has hardened. At all times when work is not in progress, all open ends of pipes and fittings shall be securely closed so that no trench water, earth or other substances will enter the pipe or fittings.
5. Protect interior linings and exterior coatings of pipe and fittings from damage. Before lowering and while suspended, pipe shall be inspected for defects and cracks. Defective, damaged or unsound pipe shall be rejected.
6. If coating becomes damaged, Contractor shall notify pipe and coating manufacturer to determine if repair of damaged area or re-coating is required. Perform repairs using recommended procedures and materials provided by manufacturer, as accepted by Engineer. Pipe and fittings requiring re-coating shall be removed from Site and returned to manufacturer's facility. Repaired or re-coated pipe and fittings shall meet all requirements of this section.

1.8 PROJECT CONDITIONS

A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:

1. Notify the Owner no less than 72 hours in advance of proposed interruption of service.
2. Do not proceed with interruption of water-distribution service without the Owner's written permission.

1.9 COORDINATION

- A. Coordinate connection to water main with water system personnel.
- B. Review installation procedures under other Sections and coordinate the installation of items that must be installed with or before the water main construction.
- C. When it is necessary to take any water mains and/or fire hydrants out of service due to construction of the project, the Contractor shall notify the utility company and fire

department at least 72 hours prior to initiation of construction. Notification must be made when those same mains and hydrants are returned to service.

- D. The Contractor shall determine if any authorization to use water from the public fire hydrants for construction, testing and flushing is needed. If so, the Contractor shall apply for a permit at the appropriate City office to authorize usage of water for settlement of backfill where applicable, flushing and testing from public fire hydrants. The Contractor shall pay any required fees or costs associated with purchasing water to be used.
- E. Coordinate connections to existing water mains with the utility company. Connections shall be made to minimize disruptions to utility customers.
- F. Operation of existing valves shall be performed by the project Owner. Contractor may operate valves only if a utility company's representative is on site coordinating the opening and closing of these valves.

## 1.10 WARRANTY

- A. In addition to the requirements of the General Conditions and the Supplemental Conditions, the Contractor shall require the manufacturer to furnish a warranty valid through the warranty period to assure that any equipment specified herein which does not meet the performance requirements for the specifications, is repaired to the Owner's satisfaction or replaced with equipment that does meet the performance requirements of the specification.
- B. The Contractor and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and restart-up during the warranty period.
- C. The Contractor will be required to fill any areas of settlement and re-seed/sod/mulch. Also, all erosion protection measures shall be removed within the warranty period after an acceptable stand of grass is achieved.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Proprietary products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.

- B. Other materials may be considered by the Engineer in accordance with the General Conditions of this project manual.
- C. All pipe, fittings, fire hydrants and appurtenances shall be new material unless otherwise specified. Nuts and bolts shall be stainless steel unless otherwise specified.
- D. All pipe products, gaskets, and lubricants shall be NSF 61 product certified.
- E. All pipe installed by directional drilling shall be restrained joint pipe.

## 2.2 PIPE AND FITTINGS

### A. Ductile Iron Pipe:

- 1. General:
  - a. DI pipe shall be furnished in 18 or 20 foot laying lengths.
  - b. DI pipe shall conform to the requirements of ANSI/AWWA A21.51/C151.
  - c. The manufacturer's mark, country where cast, year the pipe was produced, and the letters "DI" or words "Ductile Iron" shall be cast or stamped on the pipe.
  - d. Unless otherwise specified, the following pressure classes are required as a minimum:
    - 1) Pipe 3 inches through 24 inches: Pressure Class 350
    - 2) Pipe 30 inches through 48 inches: Pressure Class 250
    - 3) Pipe 54 inches and greater: Pressure Class 150
- e. Lining and coating:
  - 1) Pipe and fittings shall be cement lined in accordance with ANSI/AWWA A21.4/C104.
  - 2) Pipe and fittings to be buried shall be seal coated with an approved bituminous seal coat in accordance with ANSI/AWWA A21.4/C104.
  - 3) Pipe and fittings to be installed inside structures shall be provided without exterior bituminous coating and shall be coated with 100 percent solids, thermosetting, dry powder epoxy, such as Tnemec Series 66 High Build Epoxy or approved equal, in conformance with AWWA C116.
- f. Encasement: All buried DI pipe, fittings, fire hydrants and appurtenances shall be encased in a minimum 8 mil low density polyethylene tube encasement in accordance with AWWA C105.

### 2. Joints:

#### a. Buried joints:

- 1) Unless otherwise specified, buried DI pipe may be bell and spigot or mechanical joint.
- 2) Mechanical joints shall conform to ANSI/AWWA A21.11/C111.
- 3) Restrained joints shall include the use of a pre-tensioned lock ring and shall be American Flex Ring, US Pipe TR Flex, Griffin Pipe Snap-lok or approved equal.

b. Exposed joints:

- 1) Unless otherwise specified, all exposed DI pipe shall be flanged. All flanges shall be American Standard B 16.1, Class 125, ASA flanges with full face red rubber gaskets.

3. Fittings:

- a. Fittings shall be cast iron or ductile iron, cement lined, conforming to AWWA C110 or AWWA C153 unless otherwise specified. PVC fittings are not allowed.
- b. Fittings shall have interior and exterior coatings as specified for DI pipe.
- c. For pipe 4 inches to 48 inches in diameter, compact mechanical fittings with a minimum pressure class of 350 and conforming to AWWA C153 may be used.
- d. Where approved or specified, grooved end fittings shall conform to ANSI/AWWA A21.10/C110 for center-to-end dimensions and ANSI/AWWA A21.1/C110 for wall thickness. Couplings shall be equipped with flush seal gaskets per ASTM D2000.

B. PVC Pipe:

1. General:
  - a. PVC pipe shall be furnished in 13 to 20 foot laying lengths.
  - b. The PVC pipe laying condition is for flexible pipe.
  - c. PVC pipe, couplings and fabricated fittings shall NSF 61 product certified with seal indicating certification.
  - d. Pipe shall bear identification markings that will remain legible during normal handling, storage and installation. The markings shall be applied in a manner that will not reduce the strength of the pipe or coupling or otherwise damage either. Pipe markings shall be applied at intervals not to exceed 5 feet and shall include the nominal size and outside diameter, PVC, DR-18, AWWA Pressure Class, manufacturer's name or trademark and production record code, and the seal of the testing agency that verified the suitability of the pipe material for potable water service.
  - e. Unless otherwise specified, pipe must conform to the following requirements:

- 1) Pipe smaller than 2 inches: ASTM D2241, NSF 61 product certified and Schedule 40.
- 2) Pipe 2 inches to 3 inches in diameter: ASTM D-1784 and D-2241, NSF 61 product certified and Schedule 80.
- 3) Pipe 4 inches to 12 inches in diameter: AWWA C900, pressure class 235 (DR-18).
- 4) Pipe 14 inches through 48 inches in diameter: AWWA C905, pressure class 235 (DR-18)

2. Joints:

- a. Unless otherwise specified, joints shall be push-on type with a flexible factory-assembled elastomeric ring in the integral bell end.
- b. Joint material including gaskets and lubricants shall conform to AWWA C900.
- c. Joint designs shall be submitted to the Engineer for approval.
- d. Where PVC restrained joint pipe is required, Certa-Lok restrained joint couplers as manufactured by Certainteed Corporation, or approved equal, shall be used.
- e. Joint adaptors will be provided for all gate valves, fittings or changes in pipe material.

3. Fittings:

- a. For pipe 2 inches and smaller, fittings shall conform to AWWA C900.
- b. For pipe 4 inches and larger, fittings shall be Ductile Iron or Cast Iron as specified in this section.
- c. Fittings shall have the same pressure ratings as specified for the PVC pipe.
- d. Fittings shall have the same coatings as specified for the PVC pipe.
- e. The dry fit of fitting sockets must be snug. If the fit is loose, the pipe and/or fittings will be rejected as faulty because of improper size. Building up the joint to overcome a loose fit will not be permitted.

### 2.3 BURIED PIPE IDENTIFICATION

A. Underground warning tape:

1. Tracer tape shall be aluminum foil encased in an impervious Mylar plastic coating on both sides.
2. Tracer tape shall be 5 mils thick and three inches in width.
3. The tape shall be blue in color and the printed message shall be black in color.
4. Message shall read, "CAUTION - BURIED WATER LINE BELOW" with bold letters approximately two inches high. Message shall be printed at maximum intervals of two feet.
5. The color and printing shall be under the impervious Mylar plastic coating.

B. Marking service lines:

1. The Contractor shall provide the plastic flagging material used for marking the ends of the service lines on water line projects.

C. Tracer wire for non-metallic pipe:

1. Tracer wire shall be installed to locate PVC or any nonmetallic waterline pipes.
2. The wire shall extend the entire length of the proposed pipe and shall be taped to the pipe. Snake bite locking wire connectors as manufactured by Copperhead or approved equal shall be used at splice locations.
3. Electrical tape shall cover splice locations so that no bare wire is exposed.
4. Test stations shall be installed adjacent to all fire hydrants along the waterline and at blowoff assemblies or valves near the ends of the waterlines. Any exceptions to locations of test stations shall be approved by the Engineer. At each test station, the tracer wire shall be connected to a one pound zinc or magnesium anode.
5. Anodes shall also be attached to the tracer wire at both the beginning and end of the proposed waterline. Anodes shall be buried at the same elevation as the waterline at each test station. The anodes shall be connected to the CCS wire which shall be extended to the test station.
6. The tracer wire shall be Blue No. 12 CCS wire with thermal plastic insulation as manufactured by Copperhead or approved equal. The insulation shall be heat, oil and gasoline resistant as manufactured by Temple Electric or approved equal.
7. To allow for grade adjustment, a minimum of 12 inches of excess wire shall be coiled at the bottom of the test station for all wires. The insulation sheathing shall be removed such that 1 inch bare copper wire is exposed at the connection. Contractor shall attach wire being installed with proposed water main to any tracer wire installed with adjacent waterline projects.
8. Test stations:
  - a. Test stations for fire hydrant applications shall be a Snake bite magnetized tracer box as manufactured by Copperhead or approved equal with a removable solid cover having two leads extending from the face or approved equal. Test stations for valve applications shall be 2 inch flush style test station T2PS3B as manufactured by Handley Industries or approved equal.
  - b. The “condulet” style test station shall be attached to a 1 inch rigid galvanized conduit with a minimum length of 36 inches and plastic end bushing. The flush style shall have the word “WATER” stamped or molded into the lid. All test stations shall be molded using blue tops or sufficiently coated with blue enamel paint.
  - c. Tracer wire and anode wire shall be installed to allow 10 inches of wire within the test station. In concrete environments such as sidewalks, the contractor shall use flush style test stations.
  - d. The location of all test stations shall be approved by the engineer, recorded and shown on the record drawings.

## 2.4 SLEEVES AND COUPLINGS

### A. Sleeves:

1. Mechanical joint sleeves shall be solid type, long or short body pattern as approved by the Owner, manufactured in accordance with ANSI/AWWA A21.10/C110. Sleeves shall have a minimum pressure rating of 350 psi. Glands, gaskets, bolts, and nuts shall be in accordance with ANSI/AWWA A21.11/C111.
2. Sleeves shall not be machined in order to facilitate use with pipe of a class or type other than that for which the sleeve was manufactured.

### B. Couplings:

1. The use of bolted steel couplings shall be restricted to joining pipes of different outside diameters, and joining pipes of dissimilar materials.
2. Ferrous surfaces shall be coated with an epoxy coating; enamel coatings are not acceptable.
3. Bolted steel transition couplings shall be Rockwell 413, Dresser style 162, or approved equal.
4. Bolted steel reducing couplings shall be Rockwell 415, Dresser style 62, or approved equal.
5. Bolted steel couplings for joining pipes of the same outside diameter shall be Rockwell 411, Dresser style 38, or approved equal.

## 2.5 WATER METERS AND SERVICES

### A. Water meters will be furnished by the City of Valley Center.

### B. Service materials furnished by the contractor shall include the following:

1. Corporation stops
2. Service saddles
3. Plastic or copper tubing
4. Unions and couplings
5. Copper Setters
6. Meter boxes
7. Meter rings and lids

### C. Meter settings shall include meter yoke, meter box, and all appurtenances necessary for providing customer water service at the location designated on the Drawings. Meter box shall be as shown on the drawings.

### D. CORPORATION STOP

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:

- a. Mueller
- b. McDonald

2. Description:

- a. Corporation stop shall be brass, compression type for copper tubing size furnished with stainless steel insert.

E. Service Saddles:

- 1. Service saddle shall be designed and sized for the water on which the saddle is to be installed.
- 2. Stainless steel saddle bodies shall be 18-8, Type 304, stainless steel with all welds fully passivated to restore stainless steel characteristics.
- 3. Ductile iron saddle bodies shall conform to ASTM A-536 and have a fusion applied NSF 61 product certified epoxy coating 12-mils dry thickness (D.T.). Straps shall be stainless steel, 18-8, Type 304 fully passivated for corrosion resistance.
- 4. Threads shall be AWWA C800 CC/Taper.
- 5. The saddle shall be provided with a Buna-N rubber gasket meeting ASTM D2000 to seal the saddle and the main pipe.
- 6. The nuts, washers, bands, and bolts shall be 18-8 stainless steel.
- 7. Manufacturers: subject to compliance with requirements, provide products by one of the following or pre-approved equal:
  - a. McDonald
  - b. Mueller

F. Service tubing shall be HDPE or Type "K" Copper. HDPE shall comply with AWWA C901 DR 11 (minimum).

G. Meter setter

- 1. Meter setters shall be copper with an inlet ball valve, pack joint for copper or plastic tubing (CTS) inlet and outlets and has a height of 15 inches.
- 2. Meter setters shall have a 15" extended leg on the customer side of the meter.
- 3. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or pre-approved equal:
  - a. Mueller
  - b. A.Y. McDonald

## 2.6 CONCRETE VAULTS

A. Concrete for precast vaults shall be as specified in Division 03.

B. Dimensions and vault accessories including the floor drain, access hatch or cover, and signage shall be as shown on the drawings.

## 2.7 FIRE HYDRANTS

A. Fire hydrants shall be a Clow Valve Co. Model F-2545.

B. Description:

1. The fire hydrant assembly shall include the following: the hydrant valve anchor tee, the 6 inch MJ gate valve, the 6 inch valve box, the variable length of 6 inch CICL SJ pipe, the fire hydrant, all hydrant barrel extensions required to bring the fire hydrant to grade, the gravel for drain, and all concrete thrust blocking required for the hydrant tee and fire hydrant.
2. All threads and connectors to be reviewed with the local fire department.
3. Fire hydrants shall be located and installed as shown on the drawings. Hydrants shall be set according to the requirements of AWWA C600 except as specifically amended on the drawings or specifications. Each hydrant shall be set to stand plumb and shall be oriented such that immediate access is provided.
4. The pumper nozzle shall be a 5 inch Storz pumper nozzle of a one-piece design compatible with 5 inch Storz hose couplings. The Storz pumper nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer. Storz adapters will not be acceptable.
5. Fire hydrants shall conform to AWWA C502.

## 2.8 FLUSHING HYDRANTS

A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Kupferle Foundry Co. Eclipse #2 Post Hydrant

B. Description: Nonfreeze and drainable, of length required for shutoff valve installation below frost line.

1. Pressure Rating: 150 psig minimum.
2. BarrelSteel pipe with breakaway feature.
3. Valve: Bronze body with bronze-ball or plunger closure, and automatic draining.
4. Security: Locking device for padlock.
5. Exterior Finish: Red gloss enamel paint, unless otherwise indicated.
6. Operating Wrench: One for each unit.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. All water mains shall have a minimum depth of bury of 42 inches from top of pipe, unless otherwise approved by the Engineer.
- B. Water mains shall be buried at a minimum depth of 7 feet below the streambed of a navigable stream and 5 feet below the streambed of all other streams.
- C. Installation of DI pipe shall be in accordance with AWWA C600.
- D. Installation of PVC pipe shall be in accordance with AWWA C605.
- E. Any section of pipe already laid and found to be defective shall be taken up and replaced without additional expense to the Owner.

### 3.2 EARTHWORK

- A. Refer to Division 31 for excavating, trenching, and backfilling.

### 3.3 PIPE INSTALLATION

#### A. Preparation:

- 1. Cutting of pipe shall be done in a neat and workmanlike manner by a method which will not damage the pipe. Unless otherwise authorized, all cutting shall be done by means of mechanical cutters of an approved type. Wheel cutters shall be used whenever practicable.
- 2. Prior to laying, the pipe bedding material shall be placed by slicing with a shovel or mechanical tamping, according to the type of material.
- 3. Before jointing, all lumps, blisters and excess coating materials shall be removed from the bell and spigot ends of the pipes. The outside of the spigot and the inside of the bell shall then be wire brushed and/or wiped clean and dry. All oil or grease shall be removed. Flanged joints shall be faced true, and made up perfectly square and tight. Ductile iron wedges shall be used as needed to give proper slope or direction to the line.

#### B. Pipe Laying:

- 1. Any pipe that has its grade or joint disturbed after laying shall be taken up and relaid.
- 2. Pipe shall be laid to a true, uniform line and grade. High points, other than those indicated on the Drawings where an air vent assembly is to be placed, shall be avoided.

3. Pipe laying shall be in accordance with the manufacturer's recommendations. Pipe laying shall proceed, bells ahead. Each section of pipe shall be laid to form a close concentric joint with the adjoining section and to prevent sudden offsets in the flow line. Each section of pipe, as it is laid, shall be backfilled as specified in the Contract Documents, at least up to the centerline, before the next joint is made.
4. As the work progresses, the interior of the pipe shall be cleared of dirt and superfluous material.
5. Trenches and other excavations shall be kept free of water until backfilled. Concrete or masonry work shall not be constructed in water, nor shall water be allowed to rise over the work until concrete or mortar has had ample time to set.
6. When work is not in progress, open ends of pipe and fittings shall be closed, to the satisfaction of the Owner, so that trench water, earth, and other substances will not enter the pipe or fittings.
7. Whenever a pipe requires cutting for the insertion of valves, fittings, closure pieces, or to bring it to the required location, the work shall be performed in a satisfactory manner so as to leave a beveled end in accordance with the manufacturer's instructions or recommendations. Cuts shall be made at 90 degrees with the centerline of the pipe so that a framing square placed against the side of the pipe will reveal not more than 1/4 inch variation across the diameter of the pipe in any direction. The pipe shall be cut with an abrasive wheel, rotary wheel cutter, guillotine pipe saw, milling wheel saw or other equipment specifically designed for that purpose. The Contractor shall grind smooth cut ends and rough edges and for push-on connections, the cut ends should be beveled slightly. Pipe damaged by the Contractor in cutting shall be replaced at the Contractor's expense.
8. Laying of the pipe shall commence immediately after the excavation is started, and every means must be used to keep pipe laying closely behind the trenching. No more than 300 feet of trench may be open ahead of the pipe laying operation, unless otherwise specified. Holes shall be scooped out where the bells occur leaving the entire barrel of the pipe bearing on the pipe bed.
9. Pipe joint assembly practices and joint assembly materials such as lubricants, primers and adhesives to be NSF 61 product certified and shall be in accordance with the manufacturer's recommendations and specifications, and in accordance with ANSI/AWWA A21.11/C111.
10. Pipe shall not be laid on frozen bedding.

C. Alignment and Grade:

1. The Contractor shall not deviate from the line and grade indicated on the Drawings, except with approval of the Owner.
2. Where it is necessary to deflect pipelines to avoid obstructions, the amount of deflection shall not exceed 1/2 of that recommended by the manufacturer of the pipe. Where necessary to maintain the required line, short sections of pipe and fitting shall be provided.

3. The Contractor shall investigate the proposed location of the main far enough in advance of the work to determine where conflicts will occur and to determine joint deflections necessary to clear any obstructions.
4. Deflection of C-900 PVC pipe shall not be permitted except at couplings and fittings. Deflection at couplings and fittings shall be limited to 4 degrees for 12 inches in diameter or smaller. To follow a curve, the C-900 PVC pipe may be cut to short lengths and additional couplings may be used. Short lengths shall be no shorter than 6 feet 6 inches unless approved by the RPR.

D. Thrust Restraint:

1. Reaction backing: Plugs, caps, tees, and bends deflecting 11-1/4 degrees or more on pipes 4 inches in diameter or larger shall be provided with reaction backing which shall be concrete Class II, unless a restrained joint system is designed for resisting thrust forces. Backing shall be placed between solid ground and the fitting to be anchored. The area of bearing shall be as shown or as directed. Unless otherwise shown or directed, the backing shall be so placed that the fitting joints will be accessible for repair.
2. Restrained Joints: The Contractor may utilize restrained joint methods of pipe installation as a means of thrust restraint.

E. Warning Tape and Tracer Wire Installation:

1. For protection and identification of water mains, the Contractor shall install a detectable metallic warning tape in the trench over the water main at the time of backfilling. The warning tape shall be placed in the trench at a depth of one foot, but not exceeding three feet below the proposed final grade of the ground over the centerline of the water main.
2. The tape shall be spread flat with message side up before backfilling.

F. Tracer wire installation:

1. Conductive type pipe locator/tracer wire shall be installed to locate non-metallic waterline pipes. The wire shall extend the entire length of the proposed pipe.
2. The wire shall be attached every 10 feet to the piping system with plastic strapping and pulled with the pipe.
3. The wire shall terminate above ground at every valve box and air vent assembly.
4. Connectors shall be used at splice locations. Electrical tape shall cover all splices so no bare wire is exposed. The wire shall be installed adjacent to all fire hydrants along the water line and at blowoffs or valves along the water line so as to provide an accessible location to the wire.
5. To allow for grade adjustment, a minimum of 12 inches of excess wire shall be coiled at the bottom of the valve boxes for all wires.
6. Contractor shall attach wire being installed with proposed water main to any tracer wire installed with adjacent water line projects.

### 3.4 HYDRANT INSTALLATION

- A. Hydrants shall be installed as indicated in the Drawings and Standard Details.
- B. The hydrant shall be plumb with the pumper nozzle facing the curb (or roadway). Nozzles shall be set a minimum of 16 inches to 24 inches above the finished grade to the centerline of the nozzle, unless otherwise directed by the Owner.
- C. Newly installed hydrants not yet in service shall be covered with a bag (or other Owner approved system), securely tied in place indicating that the hydrant is not usable.
- D. Fire hydrants shall not be installed on water mains less than 6 inches in diameter.

### 3.5 INSTALLATION OF FITTINGS AND OTHER APPURTENANCES

- A. All appurtenances (fittings and meter settings) shall be installed in accordance with the manufacturer's recommendations and as indicated on the Drawings and Standard Details.

### 3.6 RESTRAINTS

- A. Fittings, pipe joints and hydrants shall be restrained as indicated on the Drawings. Alternate methods of thrust restraint other than those specified herein may be used only with the written approval of the Owner.
- B. Blocking shall be placed between undisturbed earth and the fitting to be restrained. The blocking shall be in accordance with the Drawings and Standard Details, oriented to contain the resultant thrust force and to leave the fitting joints accessible.
- C. All exposed piping, flanges, couplings, nuts and bolts shall receive a minimum of two coats of an approved protective coating.

### 3.7 WATER MAINS PARALLELING AND CROSSING SEWER LINES

- A. When potable water pipes and sanitary sewers are laid parallel to each other, the horizontal distance between them shall be not less than 10 feet. The laying of water pipes and sanitary sewers shall be in separate trenches with undisturbed earth between them.
- B. When a water pipe and a gravity sanitary sewer cross and the sewer is two feet or more (clear space) above or below the water pipe, no extra protection to the latter is needed. At all other crossings, the sewer is to be constructed of one of the following materials (or approved equal) with joints in the sewer pipe located as far as practical from the intersected water main and pressure tested to assure water tightness pursuant to the most

recent revision of KDHE's Minimum Standards of Design of Water Pollution Control Facilities:

1. Ductile Iron pipe conforming to ASTM A536 or ANSI/AWWA C151/A21.51 with minimum thickness class 50, and gasketed, push-on, or mechanical joints in conformance with ASNI/AWWA C110/A21.10 or ASNI/AWWA C111/A21.11.
2. PVC pipe conforming to ASTM D3034 with minimum wall thickness of SDR 41, ASTM F679, or ASTM F794, with gasketed push-on joints in conformance with ASTM D3212.
3. Reinforced Concrete pipe conforming to ASTM C76 with gasketed joints in conformance with ASTM C361 or ASTM C443.

C. Where a water main is laid across or through an area where there is an existing gravity sanitary sewer, which is not constructed of one of the above materials and is 2 feet or less of vertical separation from the water pipe at the crossing, the existing sewer shall be encased in concrete for a distance of 10 feet in either direction from the crossing. Joints are not to be in the immediate vicinity of the water main and as far from it as practicable. Where water mains are laid across or through an area where there are existing sewers and the extra protection is needed, the existing sewers may be encased in concrete with a minimum of 6 inches thickness for the required distance on each side of the crossing.

D. When pressure sewer lines (force mains) run parallel to water lines, the separation distance shall be as far as practical, maintaining a minimum horizontal separation distance of at least 10 ft. (3.0m). There shall be at least a 2 ft. (0.6m) vertical separation at crossings with the water main always crossing above the sewer force main. Where this is not possible, equivalent protection by other methods shall be provided as approved by KDHE on a case-by-case basis.

E. Separation of Water Mains and Other Pollution Sources

1. It is of the utmost importance that potable water lines be protected from any source of pollution. The following shall pertain to instances where septic tanks, absorption fields, waste stabilization ponds, feedlots, or other sources of pollution are encountered.
  - a. A minimum distance of 25 ft. (7.6 m) shall be maintained between all potable water lines and all pollution sources, e.g. septic tanks, septic tank absorption fields, waste stabilization ponds, sewage contamination, wastewater, landfill leachate, and all CAFO facilities.
  - b. Under no circumstances shall a water line be extended through an area that is a real or potential source of contamination to the water line or water supply.
  - c. Under no conditions shall the encasement of a water line be considered as adequate protection of a water line or a water supply for the purpose of extending the water line through a real or potential source of contamination.

### 3.8 OTHER PROTECTION CONSIDERATIONS

#### A. Sewer Connections

1. There are to be no physical connections between any parts of a potable water system and building sewers, sanitary sewers, or wastewater treatment facilities by means of which it would be possible for sewage, even under exceptional circumstances, to reach a well, storage reservoir, or distribution system.

#### B. Sewer Manholes

1. No water pipe shall pass through or come in contact with any part of a sewer manhole. Required horizontal separation distances between water mains and manholes are equivalent to those for water mains and gravity sanitary sewers.

#### C. Storm Sewers

1. The separation distance between storm sewer (which is not combined storm/sanitary sewer) and a water main should be based on geotechnical considerations. Required separation distances between water mains and combined storm/sanitary sewers are equivalent to those for water mains and gravity sanitary sewers.

#### D. Drains

1. Underground drains from fire hydrants, pits, and underground structures in general (valve pits, meter pits, underground pumps stations, etc.) shall not be directly connected to sanitary or storm drains.

#### E. Cross Connections

1. There shall be no physical connection between the PWSS and any pipes, pumps, hydrants, tanks, or non-potable water supplies whereby unsafe water or other contaminating materials may be discharged or drawn into the system. KDHE approval shall be obtained for interconnections between potable water supplies. KDHE does not approve of the interconnection of any public water supply water line with any individual or independent water supply source such as home well. Neither steam condensate nor cooling water from engine jacket or other heat exchange devices shall be returned to the potable water supply.
2. KSA 65-171g prohibits the contamination of water (and air) by sewage through direct connection or back siphonage and KAR 28-15-18 9f) requires each PWSS to have a formal cross-connection prevention program. Publications regarding cross connection control are available from AWAA (2004a), USEPA (2003c), and University of Southern California (1993).
3. The water purveyor should be aware of any situation requiring an inspection and/or reinspection necessary to detect hazardous conditions resulting from cross

connection. If, in the opinion of the water purveyor, effective measures consistent with the degrees of the hazards created by the cross-connections have not been taken, then the water purveyor should be immediately take such measures as are deemed necessary to ensure that the PWSS is protected from any contamination arising from any of the cross-connections. Appropriate measures may include requiring the installation of a backflow protection device consistent with the degree of hazard or discontinuance of service.

**F. Mechanical Encasement**

1. Where a water line must be sleeved within a pipe in order to protect the water line, such as a road, railroad, or pipe way crossings, the waterline must be sleeved with seamless, jointless pipe of equal or greater mechanical strength for distance of at least 10 ft. (3.0m) beyond the crossing in both direction, kept separate from the sleeve pipe with plastic spacers or wooden skids, and the annular spaces formed at the ends of the carrier/sleeve pipes must be made watertight with flexible pull-over, boot type end seals sealed to the sleeve pipe and waterline with stainless steel bands.

**3.9 FIELD QUALITY CONTROL AND TESTING**

**A. General:**

1. The Contractor shall provide the Owner at least 72 hours' notice prior to scheduled testing and inspection.
2. Only properly functioning and clean equipment shall be used for flushing, pressure testing and disinfecting water mains.
3. Where any section of a water main is provided with concrete reaction backing for fittings or hydrants, the hydrostatic pressure test shall not be made until at least five days after installation of the concrete reaction backing, unless otherwise approved.
4. Test shall be conducted in accordance with AWWA Standards or as required by KDHE. Simultaneous pressure and leakage tests may be performed if permitted by the Engineer and must be at least 2 hours.

**B. Pressure Testing:**

1. After the pipe is laid, the joints completed, fire hydrants permanently installed, and the trench backfilled, the newly laid piping or any valved section of piping shall, unless otherwise specified, be filled with clean water and subjected for one hour to a hydrostatic pressure test at the rated working pressure of the pipe.
2. Testing shall be performed on each section of pipe between main line valves. The pressure test shall be conducted at 150 psi or 150% of working pressure in the line. Working pressure is defined as the maximum anticipated sustained operating pressure in the line being tested.
3. Care must be taken not to exceed the pressure ratings of the pipes, valves, fittings, and other appurtenances.

4. The Contractor shall furnish all pumps, fittings, and gauges as necessary to fill the line with potable water, dispel air from the system, and pressurize the pipeline for the tests.
5. The Contractor shall provide all necessary temporary restraint and support, and will be responsible for providing proper safety measures during pressure testing operations.
6. Each valve shall be opened and closed several times during the test.
7. The pressure during the pressure test shall not vary by more than 5 psi from the designated test pressure.
8. Joints showing visible leakage shall be replaced or remade as necessary. Leaking rubber-gasketed joints shall be remade, using new gaskets if necessary. Cracked or defective pipe, mechanical joints, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced with sound material, and the test shall be repeated until the test results are satisfactory.
9. Pressure test must be at least 1 hour.

C. Leakage Testing:

1. The duration of each leakage test shall be at least 2 hours, and during the test the main shall be subjected to the 150% of the working pressure at the lowest point and not less than 125% of the working pressure at the highest point. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. No piping installation will be accepted until the leakage is less than the number of gallons per hour as determined by the formula:

$$L = \frac{SD\sqrt{P}}{148,000}$$

2. In which L equal the allowable leakage in gallons per hour; D is the nominal diameter of the pipe, in inches; S is the length of pipe tested, in feet; and P is the average test pressure during the leakage test, in pounds per square inch. The pressure during the pressure or leakage test shall not vary by more than 5 psi from the designated test pressure.

D. Disinfection:

1. General:
  - a. Disinfection of water mains shall be in accordance with Appendix D of the Kansas Department of Health and Environment Design Requirements for Public Water Supply Systems.
  - b. Before acceptance of the new water piping for domestic use by the Owner, the contractor shall flush and disinfect all newly completed piping as prescribed by AWWA Standard C651 and as required in these specifications.

- c. The Contractor shall provide plugs, chemicals, tests, and all materials, equipment, tools, and labor necessary for the satisfactory flushing and disinfection of the new water line as required in these specifications.
2. Preventive Measures: The Contractor shall take precautions to protect all interiors, fittings, valves, and assemblies from contamination during work. When pipe laying is not in progress (for example, at the close of a working day), all openings in the installed pipeline shall be plugged watertight and all joints of pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.
3. The Contractor shall take reasonable measures in scheduling of material and equipment deliveries and in the prosecution of the work to minimize delay in completion of the work and to minimize exposure of the materials to possible contamination.
4. Flushing: The new water piping shall be flushed prior to disinfection, except when the Engineer has approved the use of tablets for disinfection. Piping shall be flushed at blow-off assemblies and at fire hydrants at terminal points of the piping.
5. Chlorination:
  - a. After flushing has been completed, the water line shall be disinfected by the "continuous feed" method using an approved liquid chlorine solution.
  - b. The disinfecting chemical shall be fed so as to maintain a chlorine concentration of at least 25 mg/l in the water throughout the new piping system.
  - c. During disinfection, valves shall be manipulated to prevent backflow of the treated water into the existing water system and also to ensure that all valves and appurtenances are disinfected.
  - d. The chlorinated water shall be retained in the pipe line for at least 24 hours. At the end of the 24 hour contact period, the treated water shall contain a free chlorine residual of not less than 10 mg/l.
  - e. At the Contractor's request, use of the "tablet method" of disinfection will be given consideration. The Contractor shall submit in writing, for the Engineer's approval before using this method a description of the type and number of tablets and the proposed procedure to be used.
  - f. Chlorine source is to be NSF 60 product certified.

6. Dechlorination: neutralization of the chlorine residual remaining in the water can be accomplished by the use of a dechlorination chemical to the highly chlorinated water. Typical dechlorination chemicals employed are sulfur dioxide (SO<sub>2</sub>), sodium bisulfate (NaHSO<sub>3</sub>), sodium sulfite (Na<sub>2</sub>SO<sub>3</sub>) and sodium thiosulfate (Na<sub>2</sub>S<sub>2</sub>O<sub>3</sub> 5H<sub>2</sub>O). The amount of these chemicals required to neutralize the residual chlorine concentrations in 100,000 gallons of water as listed in the following table:

Residual Chlorine Concentration (mg/l)	Chemical Required			
	Sulfur Dioxide (lb)	Sodium Bisulfate (lb)	Sodium Sulfate	Sodium Thiosulfate
1	0.8	1.2	1.4	1.2
10	8.3	12.5	14.6	12.0
25	20.9	31.3	36.5	30.0
50	41.7	62.6	73.0	60.0

7. Final Flushing: After satisfactory disinfection of the water line, the heavily chlorinated water shall be flushed from the piping until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the water system, or less than 1.0 mg/l. Piping shall be flushed at blow-off assemblies and at fire hydrants at terminal points of the piping.

8. Bacteriological Testing: Following disinfection and final flushing the contractor shall obtain two (2) samples within a 24 hour period from each section of completed pipeline and have those samples tested by a State approved Laboratory for compliance with the State requirements for bacterial contamination. At least one (1) sample shall be collected from every 1200 feet of new main, one (1) set from the end of the line and at least one (1) set from each branch. Testing shall conform to the requirements of Option A of AWWA C651 and should provide the type, number, and frequency of samples for bacteriological tests. If tests fail then the Contractor shall repeat disinfection, flushing and testing procedures.

END OF SECTION

SECTION 33 12 16  
VALVES AND APPURTENANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Butterfly Valves
2. Swing Check Valves
3. Gate Valves – Resilient Wedge
4. Air Release Valves
5. Valve Boxes, Lids and Covers
6. Tapping Sleeves and Tapping Valves

1.2 DEFINITIONS

- A. AWWA: American Water Works Association
- B. CWP: Cold working pressure.
- C. EPDM: Ethylene propylene copolymer rubber.
- D. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.
- E. NPS: Nominal Pipe Size
- F. NRS: Nonrising stem.
- G. NSF: NSF International
- H. OS&Y: Outside screw and yoke.
- I. PSI: Pounds per Square Inch
- J. RS: Rising stem.
- K. SWP: Steam working pressure.

1.3 ACTION SUBMITTALS

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

## 1.4 QUALITY ASSURANCE

- A. General: Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Contractor shall provide manufacturer's catalog cuts, technical data, and/or shop drawings for all the following components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
  - 1. Valves
  - 2. Valve Boxes, Lids and Covers
  - 3. Tapping Sleeves and Tapping Valves
- C. NSF Compliance: Valves and appurtenances shall be NSF 61 product certified. All interior valve coatings shall be NSF 61 product certified.
- D. Compliance with the Reduction of Lead in Drinking Water Act (2014) is required and all applicable products must meet the lead-free requirements and conform to NSF 372.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, grooves, and weld ends.
  - 3. Gate valves shall be closed to prevent rattling
  - 4. Butterfly valves shall be closed or slightly open.
  - 5. Check valves in either closed or open position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Refer to valve schedule articles for applications of valves.

- B. Valves and appurtenances shall be installed in compliance with the latest versions of the ASTM and AWWA standards listed as references.
- C. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- D. Valve Sizes: Same as upstream piping unless otherwise indicated.
- E. Valve Actuator Types:
  - 1. Gear Actuator: For quarter-turn valves NPS 8 and larger.
  - 2. Handwheel: For valves other than quarter-turn types.
  - 3. Handlever: For quarter-turn valves NPS 6 and smaller.
  - 4. Wrench: For valves with square heads. Furnish Owner with 1 wrench for every 10 valves, for each size square valve head.
  - 5. Chainwheel: Device for attachment to valve handwheel, stem, or other actuator; of size and with chain for mounting height, as indicated in the "Valve Installation" Article.
- F. Valve-End Connections:
  - 1. Valve end connections shall be as shown on the drawings.

## 2.2 BUTTERFLY VALVES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:
  - 1. Clow
- B. Valve Requirements:
  - 1. The butterfly valves shall be AWWA Class 150B unless otherwise shown on the drawings.
  - 2. Ends shall be flanged and shall be suitable for installation between ANSI Class 125 or Class 150 flanges.
  - 3. Valves shall be suitable for Bi-Directional service.
  - 4. Shaft Bearing Surfaces and Packing:
    - a. 2" to 20": Nylon, Reinforced Teflon
    - b. 24" to 48": Reinforced Teflon
    - c. Shaft seals shall be provided with a minimum of three rings of chevron v-type self-adjusting packing. O-rings not acceptable.
  - 5. Valve shall be cast iron or ductile iron as shown on the drawings.
  - 6. Valve shaft shall be stainless steel.

7. Port diameter shall be within one inch of nominal valve size. Stops in the valve body are not acceptable.
8. Discs shall be cast iron in accordance with ASTM A 126 or ductile iron in accordance with ASTM A 536.
9. Seats shall be synthetic rubber compound and body mounted. Natural rubber is not acceptable. Mating seat surfaces shall be type 316 stainless steel or plasma applied nickel chrome.
10. Shaft to Disc connection shall be made with stainless steel dowel or taper pins extending through both sides of the shaft and disc.
11. Manual valves shall be readily adaptable to the installation of cylinder or electrical motor operator. All operators and cylinders on the 12" and 14" valves shall be the same size. Operators on the 4" and 6" valves shall be the same size.
12. Valves shall be coated in accordance with AWWA C504. Finish coat shall be an epoxy coating.

C. Operators:

1. Gear Operator:

- a. Manual operators shall be of the traveling nut or worm gear type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering. Operators shall be equipped with mechanical stop-limiting devices inside the operator to prevent overtravel of the disc in the open and closed positions. Valves shall close with a clockwise rotation. Operators shall be fully enclosed with a removable cover to permit inspection and adjustment of the mechanism and shall be designed to produce the specified torque with a maximum pull of 80 lb. on the handwheel or chainwheel. Operator components shall withstand an input per AWWA standard include 450 ft lb input stops. Manual actuator shall not rely on a bearing track machined into the back of the valve cover. All internal components shall operate as intended with or without the cover in place.

### 2.3 SWING CHECK VALVES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:

1. Clow

B. Valve Requirements:

1. Furnish and install cast iron, swing type check valves with outside spring and lever, stainless steel hinge pin and stainless steel trim.
2. Meet the material and design requirements of AWWA specification C508.

3. Rate for a non-shock working pressure of 175 psi (2"-12") or 150 psi (14" and larger,) and hydrostatically tested at double the working pressure.
4. Ends shall be 125# ANSI flanged.
5. Valve shall be constructed so that by unbolting and lifting off the cover, the internal working parts may easily be removed and replaced without removing the valve from the line.
6. 4" and larger: Full, clear port through the valve when open.
7. Interior and exterior protective epoxy coating shall meet the requirements of AWWA C550 as 8 mils fusion bonded epoxy interior and exterior.
8. All external bolts shall be stainless steel.

## 2.4 GATE VALVE – RESILIENT WEDGE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:
  1. Clow
- B. Valve Requirements:
  1. Furnish and install a resilient wedge gate valve, including all operators and appurtenances for use in water application.
  2. Valve body and bonnet shall be meet the material and design requirements of AWWA specification C509.
  3. Valves shall be rated for working pressures of not less than 150 psi.
  4. The full diameter of the valve shall be smooth and unobstructed with internal parts being accessible without removing the body from the line.
  5. All exposed interior and exterior iron surfaces shall be protected with a fusion bonded epoxy coating.
  6. Valves shall be non-rising stem.
  7. Wedge shall be cast iron or ductile iron, completely encapsulated with resilient material permanently bonded to the wedge.
  8. All bolts and nuts shall be 316 stainless steel unless otherwise specified.
  9. Valves shall have a minimum of two (2) O-ring seals above the thrust collar area, both of which shall be field replaceable without removing the valve from service.
  10. Valves shall be supplied with anti-friction thrust bearings at the collar area to reduce operating torque in both the opening and closing directions.
  11. Valves shall have joints as required for the piping in which they are installed.
- C. Operating Nuts or Handwheel Requirements:
  1. Valves shall be provided with either a 2" square operating nut or a handwheel, as shown on the Drawings, with the word OPEN and an ARROW cast in the metal to indicate direction to open.
  2. All buried valves shall be provided with a 2" square operating nut.
  3. Valve shall open by turning the nut or handwheel counterclockwise.

## 2.5 AIR RELEASE VALVE AND COMBINATION AIR/VACUUM RELEASE VALVES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:

1. ARI
2. APCO

B. Valve Requirements:

1. Furnish and install the air release valve for use in water application.
2. Valve body shall meet the material and design requirements of AWWA specification C512.
3. Valves shall be rated for working pressures of not less than 150 psi.
4. Orifice shall be sized to accommodate the air/flow expected through the valve.

## 2.6 VALVE BOXES, LIDS AND COVERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:

1. Clow
2. Clay and Bailey
3. Tyler Union

B. Description:

1. PVC or cast iron, complete with lock type cover, and screw-type extension adjustment.
2. Install over each outside valve unless otherwise shown.
3. Length as will be adjusted, without full extension, to the depth of cover required.
4. Furnish at least one valve wrench for each depth of setting.

C. Description:

1. Valve box shall be 6" cast iron.
2. Lid and cover shall be Clay and Bailey #2194.
3. Cover shall be lock type.
4. Install over each outside valve unless otherwise shown.

## 2.7 TAPPING SLEEVES AND TAPPING VALVES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or pre-approved equal:

1. Mueller

B. Description:

1. Tapping Sleeve:

- a. Body, flange, bolts, and nuts shall be grade stainless steel.
- b. Provide with a complete full circle rubber gasket permanently attached to body.
- c. Verify pipe size and class prior to ordering the tapping sleeve.
- d. Provide a minimum rated working pressure of 150 PSIG.

2. Tapping Valve:

- a. Resilient seat non-rising stem gate valve with flange end to mate to the tapping sleeve and a mechanical joint end to connect the pipe.
- b. Mechanical joint end with slotted bolt holes to fit a standard tapping machine.
- c. Minimum rated working pressure of 150 PSIG.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully opened to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

### 3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.

- D. Install valves in position to allow full stem movement.
- E. Install chainwheels on operators for valves NPS 4 and larger and more than 96 inches above floor. Extend chains to 60 inches > above finished floor. Include safety cable kit to prevent chainwheel from falling if it comes loose from the actuator due to corrosion or breaking.
- F. Install check valves for proper direction of flow and as follows:
  - 1. Swing Check Valves: In horizontal position with hinge pin level.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- B. Select valves, except wafer types, with the following end connections:
  - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.
  - 2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
  - 3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
  - 4. For Steel Piping, NPS 2 and Smaller: Threaded ends.
  - 5. For Steel Piping, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
  - 6. For Steel Piping, NPS 5 and Larger: Flanged ends.
  - 7. For Grooved-End Copper Tubing and Steel Piping: Valve ends may be grooved.

END OF SECTION

SECTION 33 31 00  
SANITARY SEWERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sanitary Sewer Pipe and fittings
2. Cleanouts
3. Encasement for Piping
4. Manholes
5. Testing Requirements

1.2 DEFINITIONS

- A. ANSI: American National Standards Institute
- B. ASTM: ASTM International
- C. AWWA: American Water Works Association
- D. CPVC: Chlorinated Polyvinyl Chloride
- E. DI: Ductile Iron
- F. DIPS: Ductile Iron Pipe Size
- G. EPA: Environmental Protection Agency
- H. FRP: Fiberglass-Reinforced Plastic.
- I. HDPE: High Density Polyethylene
- J. IPS: Iron Pipe Size
- K. NACE: National Association of Corrosion Engineers
- L. O & M: Operation and Maintenance
- M. OSHA: Occupational Safety and Health Administration
- N. PVC: Polyvinyl Chloride
- O. RPR: Resident Project Representative

- P. SDR: Standard Dimensional Ratio
- Q. S.R.C.A.R.: Steel Reinforced Concrete Adjustment Rings
- R. SSPC: Society for Protective Coatings
- S. VCP: Vitrified Clay Pipe

### 1.3 ACTION SUBMITTALS

- A. General: Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Product Data: Provide manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
  - 1. Pipe
  - 2. Marking tape
  - 3. Fittings, sleeves and couplings
  - 4. Pipe restraints
  - 5. Manhole Structures
  - 6. Manhole Frame and Cover
  - 7. Bedding Material
- C. Shop Drawings: For manholes include drawings, elevations, sections, details, gaskets and frames and covers.
- D. Provide pipe certifications and cut sheets for pipe and fittings.
- E. Tests:
  - 1. Description of proposed testing methods, procedures, and apparatus and obtain acceptance by Engineer prior to testing.
  - 2. Provide report for each test to include date or dates of testing, specified requirements for which testing was performed, and the results of the test or tests.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
  - 1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
  - 2. Upon delivery inspect pipe and appurtenances for cracking, gouging, chipping, denting, and other damage and immediately remove from site and replace with acceptable material.

3. No other pipe or material of any kind shall be placed inside of any pipe or fitting.
4. Contractor shall provide all storage areas, unless designated otherwise on the drawings.

**B. Storage:**

1. Store materials to allow convenient access for inspection and identification.
2. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
3. Do not remove end protectors or supports unless necessary for inspection; these should be reinstalled for storage.
4. Pipe and fittings other than PVC and CPVC may be stored outdoors without cover. Cover PVC and CPVC pipe and fittings stored outdoors.
5. The pipe and fittings shall be protected and stored at the site to avoid any damage to the pipe, pipe coatings, and joint system. When the pipe is laid out along the trench, the same precautions shall be taken to prevent damage to the pipe or joint systems.

**C. Handling:**

1. Handle pipe, fittings, specials, and accessories carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
2. Avoid unnecessary handling of pipe.
3. The interior of all pipe shall be thoroughly cleaned of all foreign matter before being lowered into the trench, and shall be kept clean during laying operations by means of plugs or other approved methods. At all times when work is not in progress, all open ends of pipes and fittings shall be securely closed with mechanical caps/plugs so that no trench water, earth or other substances will enter the pipe or fittings.
4. Protect interior linings and exterior coatings of pipe and fittings from damage. Before lowering and while suspended, pipe shall be inspected for defects and cracks. Defective, damaged or unsound pipe shall be rejected.
5. If coating becomes damaged, Contractor shall notify pipe and coating manufacturer to determine if repair of damaged area or re-coating is required. Perform repairs using recommended procedures and materials provided by manufacturer, as accepted by Engineer. Pipe and fittings requiring re-coating shall be removed from Site and returned to manufacturer's facility. Repaired or re-coated pipe and fittings shall meet all requirements of this section.

## 1.5 PROJECT CONDITIONS

**A. Interruption of Existing Sanitary Sewerage Service and Temporary Wastewater Diversion Plan:**

1. Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  - a. Notify Owner no fewer than 72 hours in advance of proposed interruption of service.
  - b. Do not proceed with interruption of service without written permission of the Owner.
2. Temporary Wastewater Diversion Plan:
  - a. Where normal wastewater flows will be interrupted as part of construction efforts, the Contractor will be required to submit a plan for approval for diversion or bypassing of wastewater flows throughout the duration of construction. The plan shall include any temporary pumps and sizing, routing of temporary piping, operation or sequencing plan, and hydraulic capacities of proposed temporary materials.
  - b. All temporary plugs used for diversion of wastewater flows shall be mechanical type plugs.
  - c. Any items to be utilized for temporary diversion of flows shall be submitted for approval prior to use.
  - d. Contractor shall submit a plan for monitoring the system should bypass operation extend through times when crews are not present on site, such as overnight or periods of inclement weather.
  - e. Contractor shall include all costs for temporary diversion of wastewater flows under other related items of work unless a bid item is included specifically for this work. No additional payment will be made for the work associated with the temporary diversion of wastewater flows.

B. Manhole coatings:

1. Applicator shall conform with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
2. The applicator shall meet all confined space requirements prior to entry into any manholes.

C. Manufacturer Qualifications:

1. Manufacturer shall have a minimum of five years of experience producing the type of pipe and fittings utilized for the project, and shall be able to show evidence of at least five installations in satisfactory operation for at least five years.

**D. Regulatory Requirements:**

1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
3. The Contractor shall determine if any authorization to use water from the public fire hydrants for construction, cleaning and television inspection is needed. If so, the Contractor shall apply for a permit at the appropriate City Office to authorize usage of water for settlement of backfill, cleaning, testing and television inspection from public fire hydrants. The Contractor shall determine metering requirements and pay any costs associated with using public water for work associated with the project.
4. Pipe lines, fittings, and valves shall conform to the specifications as set forth in this section. All pipe, valves, fittings and appurtenances shall be new material unless otherwise specified. Any section of pipe already laid and found to be defective shall be taken up and replaced without additional expense to Owner.

**PART 2 - PRODUCTS**

**2.1 GENERAL**

- A. Pipe may be of any of the materials outlined within this section unless indicated otherwise on the drawings, in the proposal, or in the specifications.
- B. The Contractor shall furnish certified records of the tests for each type of pipe to be used in the work. Tests and certifications shall be provided by the Contractor and made by a reliable commercial laboratory. These items shall be submitted to the Engineer for approval prior to ordering and shipment of pipe.
- C. Trenching and backfill conditions are integral parts of the piping system, therefore, all parts will be considered for acceptance or rejection and for performance and maintenance of the sewer pipe in place.
- D. The minimum material thickness for each type and size of pipe shall be as required by the Engineer. All pipe not meeting the flexibility tolerances of the Engineer, will not be accepted. The stiffness factor will be used for determination of each pipe's flexibility. The stiffness factor is a product of the moment of inertia of the pipe cross-section and the modulus of elasticity of the pipe material. When requested by the Engineer, the Contractor shall provide certified test results by the pipe manufacturer for the pipe to be used.

## 2.2 GRAVITY SEWER PIPE (FLEXIBLE)

### A. PVC Pipe and Fittings:

1. The pipe shall have integral wall bell and spigot joints conforming to ASTM D 3212. The bell shall consist of an integral wall section with a solid cross-section elastomeric ring, factory assembled, securely locked in place to prevent displacement.
2. Pipe and Fittings 8 inches to 15 inches in diameter:
  - a. Pipe and fittings shall meet and/or exceed all of the requirements of the latest revision of ASTM Specification D-3034 and conform to SDR 35 unless otherwise indicated on the drawings. Pipe lengths shall have terminals fabricated for the approved joint system and such length to permit ease of handling and installation without damage to the pipe sections. Joints shall be slip joint with a rubber (Neoprene) gasket to form a tight compression seal. Fittings and or adapters shall be as approved by the Engineer. The pipe shall be protected against ultra-violet light degradation. Each pipe length shall be identified with the manufacturer's name, pipe designation, and date of manufacture.
  - b. Before any PVC pipe is used on this Project, the Contractor shall supply certifications, signed by an authorized agent of the seller or manufacturer, stating that the material has been sampled, tested, and inspected in accordance with ASTM D 3034.
3. Pipe and fittings less than 8 inches:
  - a. Pipe and Fittings which are smaller than 8 inches in diameter shall be Schedule 40 PVC pipe, meeting all of the requirements of the latest revision of ASTM D1785. Joints shall be elastomeric seals meeting the latest revision of ASTM D3212 or solvent welded joints.

b. Before any PVC pipe is used, the Contractor shall supply certifications, signed by an authorized agent of the seller or manufacturer, stating that the material has been sampled, tested, and inspected in accordance with ASTM D 1785.  
**MANHOLES AND CLEANOUTS**

### B. Manholes:

1. Manholes shall be constructed to be watertight. A bituminous or other approved coatings shall be applied to the exterior of the manhole as directed by the Engineer. All work in connection with the application of the coatings shall be considered subsidiary to the unit cost for the manhole and shall be at no additional cost to the Owner.

2. The invert channels shall be smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. The invert channels shall be formed directly in the concrete of the manhole base, or shall be constructed by laying a full section of sewer pipe through the manhole and cutting out the top half after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smooth and shall slope toward the channels not less than 1 inch per foot nor more than 2 inches per foot unless otherwise noted.
3. Drop manholes shall be constructed whenever the free drop would otherwise be greater than 2 feet and shall be outside drop as shown on the drawings. Inside drop manholes shall be a minimum of 5 feet in diameter.
4. Concrete: Shall comply with Division 03 except as noted herein.
5. Quick Set Hydraulic Cements: Thoro "Water Plug", Quickcrete "Waterstop" or equal.
6. PreCast Reinforced Concrete Manholes:
  - a. Precast Reinforced Concrete manholes shall conform to the latest revision of ASTM C478 except for the following modifications:
    - 1) Cement used in construction of precast reinforced concrete manholes shall conform to the requirements of the Standard Specifications for Portland cement (ASTM Designation: C150).
    - 2) Thickness of precast sections shall be at least one-twelfth of the internal shell diameter plus one inch, or 5 inches total, whichever is greater. The minimum internal diameter of manholes shall be 4 feet.
    - 3) Precast reinforced concrete manholes constructed downstream of a force main (receiving manholes), shall include installation of specialized manhole coating outlined in this section.
    - 4) Joints between precast reinforced concrete sections shall provide for the use of mastics or rubber gaskets (natural or synthetic) to prevent leakage or infiltration. All mastic shall be trimmed flush on the inside of the manhole sections and cleaned from the interior surfaces of the manhole.
    - 5) Precast sections shall be adequately reinforced with steel to withstand erection and temperature stresses.
    - 6) The manufacturer of precast manhole sections shall submit tests from a certified lab detailing quality of aggregates and the mix design, which shall be in accordance with ASTM C478 or the specifications as herein stated.
    - 7) The Contractor must submit certified test results showing that a random number of precast sections have been sampled and tested in accordance with ASTM C497 prior to moving precast sections to the job site. All costs to complete the preceding test are at no additional cost to the Owner.

- b. Sand for Mortar: Concrete sand (fine aggregate) sieved through 8 mesh screen.
- c. Mortar: Eight (8) sacks of Type I cement per cubic yard. Use of hydrated lime shall not be allowed.
- d. Gaskets:
  - 1) Mastic: Fed. Spec. SS-S-210; K.T. Snyder "RamNek" or ConSeal CS-102, or approved equal.
  - 2) Rubber: Neoprene or other synthetic, 40 plus or minus 5 hardness when measured by ASTM D2240, Type A durometer.
- e. Mastic Sealing: Koppers "Bitumastic SuperService Black", Tnemec "450 Heavy Tnemecol", or USS "Tarmastic 103" or approved equal.
- f. Castings: ASTM A48-83, Class 35B. Frames and covers as shown on the drawings. All weights as given are approximate and average. Variation will not exceed the specified weight by more than 4%. Castings are to be manufactured true to pattern and with satisfactory fit of component parts. Castings shall be free of defects. Dimensions as detailed on drawings shall not deviate by +/- 1/16 inch per foot. Castings shall be furnished with machined horizontal bearing surfaces.
- g. Bolt-down Castings: Where indicated on the drawings, bolt-down frame and cover shall be Deeter Foundry #1295, socket hinge manhole frame and cover with Cam Lock or approved equal. Bolts for castings shall be stainless steel unless otherwise indicated.

C. Manhole Coatings:

- 1. Existing Structures:
  - a. Cementitious patching and repair materials should not be used unless their manufacturer provides information as to its suitability for top coating with coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the coating. New concrete must cure 28 days prior to coating application.
  - b. Specified steel surfaces will be thoroughly inspected and, after blast preparation may be ultrasonically tested to detect thin spots in the shell where the structural integrity of the structure has deteriorated. After blast preparation these spots should be marked with epoxy spray paint or zinc primer.
  - c. Existing coatings should be removed or, where bonded well, thoroughly abraded to provide adequate surface profile for mechanical bond by the new protective coating. Applicator is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

2. For Manholes installed on sanitary sewers which are 12 inches or smaller in diameter:
  - a. All interior concrete surfaces above the bench of precast manhole shall be coated with two (2) coats of Wilkopon HB Gray (No 332.98) by Wilko or Tnemec Series 66 Hi-Build Epoxy, dry thickness of 8 mils (min.).
  - b. Exterior manhole walls shall be coated with one coat of Ultra-Shield WB Coating by GMX, Valspar Hi-Build Bituminous Coating 35-J-10, or Tnemec 46-450 Heavy Tnemecol, or approved equal.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are as specified in Division 31.

### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawings and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

### 3.3 CONNECTIONS WITH EXISTING PIPELINES

- A. Where connections are made between new work and existing sewers, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection shall be made in such a manner that adjacent sewers are kept in operation as authorized by the owner of the utility. Before any construction involving a connection to the existing sanitary sewer collection system, the existing system must be isolated from any construction activity. A mechanical plug(s) shall be used. Pneumatic or inflatable plugs are not acceptable. This shall be done with the knowledge of the owner of the utility, who shall be notified 24 hours prior to any intrusion into the existing system. The plug(s) shall stay in position until the new construction is accepted or unless otherwise instructed by the Engineer. Where existing lines pass through new manholes and are above the bottom of the manhole the Contractor must provide pipe support to ensure continuous service. Suitable facilities shall be provided for proper dewatering and drainage. Disposal of all water removed from the dewatered lines and excavation shall not be to a sanitary sewer.

### 3.4 WATER MAINS PARALLELING AND CROSSING SEWER LINES

- A. When potable water pipes and sanitary sewers are laid parallel to each other, the horizontal distance between them shall be not less than 10 feet. The laying of water pipes and sanitary sewers shall be in separate trenches with undisturbed earth between them.
- B. When a water pipe and a gravity sanitary sewer cross and the sewer is two feet or more (clear space) above or below the water pipe, no extra protection to the latter is needed. At all other crossings, the sewer is to be constructed of one of the following materials (or approved equal) with joints in the sewer pipe located as far as practical from the intersected water main and pressure tested to assure water tightness pursuant to the most recent revision of KDHE's Minimum Standards of Design of Water Pollution Control Facilities:
  1. Ductile Iron pipe conforming to ASTM A536 or ANSI/AWWA C151/A21.51 with minimum thickness class 50, and gasketed, push-on, or mechanical joints in conformance with ASNI/AWWA C110/A21.10 or ANSI/AWWA C111/A21.11.
  2. PVC pipe conforming to ASTM D3034 with minimum wall thickness of SDR 41, ASTM F679, or ASTM F794, with gasketed push-on joints in conformance with ASTM D3212.
  3. Reinforced Concrete pipe conforming to ASTM C76 with gasketed joints in conformance with ASTM C361 or ASTM C443.

- C. Where a water main is laid across or through an area where there is an existing gravity sanitary sewer, which is not constructed of one of the above materials and is 2 feet or less of vertical separation from the water pipe at the crossing, the existing sewer shall be encased in concrete with a minimum of 6 inches thickness for a distance of 10 feet in either direction from the crossing. Joints are not to be in the immediate vicinity of the water main and as far from it as practicable.
- D. When pressure sewer lines (force mains) run parallel to water lines, the separation distance shall be as far as practical, maintaining a minimum horizontal separation distance of at least 10 ft. (3.0m). There shall be at least a 2 ft. (0.6m) vertical separation at crossings with the water main always crossing above the sewer force main.
- E. Sewer lines shall not be laid in the same trench as the water main.
- F. Maintain at least 10 ft. of horizontal separation between waterlines and sanitary sewer manholes as measured from their nearest points.

### 3.5 PIPE LAYING

- A. The interior of all pipe shall be thoroughly cleaned of all foreign matter before being lowered into the trench, and shall be kept clean during the laying operation by means of plugs, pigs, swabs or other approved methods.
- B. Each section of pipe shall be laid to line and grade proceeding upgrade with the spigot ends pointing in the direction of flow. The trench bed shall support the full length of pipe, except for joint recesses, over the bottom quadrant of the pipe circumference unless shown otherwise in the details. Where shown on the drawings, specified, or when directed by the Engineer the pipe shall be supported on special bedding material, concrete cradle, or concrete encasement.
- C. Any pipe that has its grade or joints disturbed after laying shall be taken up and relaid by the Contractor at no additional cost to the Owner. Trenches shall be kept free from water until the pipe sections are joined, and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe.

D. All sections of the pipe shall be set to form a close concentric joint with the preceding pipe. Joints shall be made with the pipe in place in the trench unless approved otherwise in writing by the Engineer. All pipe and joint systems shall be installed in accordance with the manufacturer's recommendations except for variations due to special adapters, with all types as approved by the Engineer. Care shall be taken to lubricate joint systems to avoid damage or prevent twisting of rubber gaskets out of position. Pipe having smooth exterior surfaces, unable to make a watertight bond with manhole walls, shall be installed with a rubber water stop, as manufactured by A-Lok or approved equal, at all manhole penetrations as recommended by the pipe manufacturer and as directed by the Engineer.

### 3.6 WYE BRANCHES

A. The wye branches on sewer laterals for residential connections shall be 4 inches in diameter unless otherwise specified, and shall be set on the downgrade of every lot, or at such intervals as may be directed by the Engineer. All wye branches shall have a proper gasketed socket on the outer end, and when not immediately used shall be plugged as directed by the Engineer.

### 3.7 CONCRETE CRADLES AND ENCASEMENT

A. Where indicated on the drawings or directed by the Engineer, the sewer pipe shall be supported by concrete cradle or concrete encasement in accordance with the details. During the concrete placing operations, the Contractor shall prevent the introduction of foreign matter into the trench or displacement/floating of the sewer pipe.

### 3.8 MANHOLE INSTALLATION

A. Install manholes complete with appurtenances and accessories indicated.

B. Delivery: Precast concrete section shall not be delivered to the job until representative concrete control cylinders have attained strength of at least 80% of the specified minimum. The date of manufacture and manhole number shall be indicated on each manhole section upon delivery.

C. Manholes shall be constructed and installed in accordance with ASTM Standards. The quality of materials, process of manufacture, and finished manhole products shall be subject to inspection and approval by the Owner. All cracked or otherwise visibly defective units will be rejected.

D. Manhole covers shall be set so that the top of the frames will be flush with all paved surfaces, other locations will be set 0.4 foot above grade or as otherwise directed by the Engineer or shown on the drawings.

E. Precast Reinforced Concrete Manholes:

1. Precast Reinforced Concrete Manholes shall conform to the latest revision of ASTM C478 except for the following modifications:
  - a. Thickness of precast sections shall be at least 1/12 of the internal shell diameter plus one inch, or 5 inches total, whichever is greater. The minimum internal diameter of manholes shall be 4 feet.
  - b. All precast sections shall be adequately reinforced to withstand erection and temperature stresses as well as other applied loads.
  - c. Joints between precast sections shall provide for the use of mastics or rubber gaskets (natural or synthetic) to prevent leakage or infiltration.
  - d. Prior to moving precast sections to the job site, the Contractor shall submit certified test results showing a random number of precast sections have been sampled, tested for compressive strength and absorption and are in compliance with ASTM-C497.
  - e. Manholes with precast bases may be used at the contractor's option. Manholes with precast bases shall have A-Lok or approved equal gaskets cast into the manhole wall for all pipe penetrations. These manholes shall have an 8 inch minimum base thickness and shall be placed on an 8 inch minimum crushed rock base. Pipes shall be encased with crushed rock to at least 3 feet from the manhole wall. The crushed rock shall meet the requirements for granular bedding material.

2. Cast in Place Manhole Bases:

- a. Concrete used for cast in place manhole bases shall conform to Division 03.
- b. Base shall be cast using concrete with a minimum 28 day compressive strength of 3000 psi concrete, vibrated or tamped. The base shall have a minimum diameter of 8 inches greater than the outside diameter of the manhole and shall have a minimum 8 inch thickness below the manhole wall.
- c. Inverts shall be formed during or immediately after casting the manhole base and brush finished as soon as the concrete has sufficiently set.
- d. Sewer pipe with top half removed should be laid through the manhole whenever possible.

3. Sewer Connections to Manholes:

- a. Sewer connections to manholes shall be correctly aligned and connected to the manhole with an approved gasket.
- b. Flexible Gaskets:
  - 1) Flexible gaskets as manufactured by A-Lok or approved equal may be used as compression connectors whenever a pipe penetrates into a precast manholes or structure.

- 2) Gaskets shall be watertight based on ASTM C 923 to provide a seal between the pipe and the structure wall. Gasket shall be cast integrally with the structure wall during the manufacturing process in a manner that it will not pull out during pipe coupling.
- 3) Seal between the gasket and the pipe shall be made by the compression connector between the outside circumference of the factory installed over-sleeve or the surface of the pipe and the interior opening of the structure.
- 4) Flexible gaskets shall not be grouted in place.

c. Grouted Connections:

- 1) Pipe connections at manhole walls shall be grouted in place with hydraulic cement.
- 2) Pipes having smooth exterior surfaces, unable to make a watertight bond with manhole walls, shall be installed with a rubber water stop at manhole penetrations. The space between the pipe and manhole shall be completely filled with an approved quick-set hydraulic cement.

d. Pipe penetrations shall utilize an A-Lok gasket which shall be supported by a crushed rock encasement for a distance of 3 feet minimum from the face of the outside wall, for VCP encasement shall extend to a joint. A-Lok gaskets shall not be grouted in place.

e. Pipe penetrations that do not utilize an approved A-Lok gasket precast in the manhole wall shall have the pipe supported a minimum of 3 feet from the face of the outside wall with Class I concrete or as shown on the drawings.

f. Pipe penetrations extending from the wall of a “dog house” style manhole shall utilize an approved waterstop gasket which meets or exceeds the test requirements of ASTM C923. The pipe extending from the manhole wall shall be supported by a crushed rock encasement for a distance of 3 feet minimum from the face of the outside wall.

4. Manhole Adjustment Rings: Elevation of the manhole top shall be set so that the top of the frames will be flush with all paved surfaces unless otherwise shown on the drawings. All other locations will be set as shown in the drawings. Vertical stacks shall be constructed of 4 inch or 6 inch Keyed Steel Reinforced Concrete Adjustment Rings (S.R.C.A.R.), complying with ASTM-C150 and ASTM-C478. When more than one S.R.C.A.R. is required, only one 4 inch ring shall be allowed and it shall be placed at the bottom of the stack. The manhole entry frame and the adjustment rings shall be properly sealed using two rings of mastic (Fed. spec. SS-S210) spaced approximately 2 inches apart. The manhole entry frame shall be 'capped' with a ring of Type 1 concrete complying with ASTM-C150. The cap should extend from a maximum of 1 inch below the top of the frame, to a point beyond the bottom of the frame joint. The surface of the cap shall be hand rubbed to provide a smooth, even texture and appearance. Manhole details are shown on the drawings.

### 3.9 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts as shown in the drawings.
- B. Install piping so cleanouts open in direction of flow in sewer pipe.

### 3.10 APPLICATION OF MANHOLE COATINGS

- A. Application and Inspection:
  1. For manholes installed on sewers 12 inches or smaller, the exterior surface of the manhole shall be coated with one (1) coat bituminous coating or approved equal unless otherwise noted in the drawings.
  2. For manholes installed on sewers 12 inches or smaller, the interior surface of the manhole shall be coated with two (2) coats of gray coating or approved equal unless noted otherwise in the drawings.
  3. All work in connection with the application of the coatings shall be considered subsidiary to the unit cost bid for the manhole.
  4. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.
  5. All concrete, brick, or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound surface.
  6. All contaminants including: oils, grease, unsound or incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

7. Surface preparation method(s) should be based upon the conditions of the substrate and the requirements of the protective coating to be applied.
8. All surfaces shall be repaired as required by the protective coating system in the intended service condition.
9. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with a high pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12), abrasive blasting, shot blasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.
10. A mild chlorine solution may be used to neutralize the surface to diminish microbiological bacteria growth prior to final rinse and coating.
11. Test prepared surfaces after cleaning but prior to application of the coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.
12. All surfaces should be inspected during surface prep and before the manhole coating is applied.
13. Loose brick work and voids in mortar joints shall be re-grouted with corrosion resistant mortar that is compatible with the coating.
14. All surfaces should be inspected by the RPR during and after preparation and before the protective coating is applied.
15. Specialized coatings shall be applied to a minimum thickness of 80 mils or as recommended by the manufacturer.
16. If necessary, subsequent top coating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than 24 hours after the prior coat has been applied at 75 degrees F unless additional prior coat surface preparation is performed. The protective coating manufacturer must be consulted for any additional-coat surface preparation guidelines if necessary.

### 3.11 INCIDENTAL CONSTRUCTION

#### A. Manhole/Inlet Removal/Abandonment:

1. Manholes/Inlets designated for abandonment shall be completely removed to an elevation 4 feet below finished grade. Contractor shall core a hole in the bottom of the structure to prevent the buildup of water in the structure. The remaining portion of the abandoned structures shall be backfilled with sand, flushed and vibrated, or flowable fill to an elevation of 4 feet below grade. The top 4 feet of the excavation shall be backfilled with compacted material similar to the adjacent surface to 95% per the latest revision of ASTM D 698.
2. The excavation shall be backfilled in accordance with the requirements as specified for sewer trench backfill.
3. All castings and covers shall be salvaged, cleaned and delivered at the direction of the Owner.

#### B. Manhole Adjustments:

1. Manholes designated for adjustment shall be raised or lowered as necessary such that the casting will conform to the required elevation.
2. Construction and material requirements shall conform to the same requirements as specified for new manhole construction. An approved type of flat concrete slab shall be used to support the manhole ring where it is necessary to lower manholes or brick stacks having corbels more than 12 inches. Flat concrete slab manhole tops shall conform to the requirements of ASTM C 478 in addition to the following requirements.
3. A minimum 6 inch collar conforming to the same type of construction as specified for brick manholes shall be installed between the manhole ring and the flat concrete slab to facilitate minor adjustments for elevation unless approved otherwise by the Engineer. All contact surfaces between brick masonry, flat concrete slab and cast iron ring shall be sealed with a layer of mortar. Manholes having corbels which must be raised more than 18 inches will require removing the corbel section completely to facilitate reconstruction of a standard draw section. When it is necessary to adjust a reinforced concrete manhole, this work shall conform to the requirements and details as shown by the drawings.
4. The maximum adjustment shall be no more than 18 inches. Should an adjustment of more than 18 inches be required, the Contractor shall remove the corbel section and restack the manhole with an appropriate sized barrel section.

#### C. Pipe Abandoned in Place:

1. Both ends of all pipes to be abandoned in place shall be plugged with 3 feet thick concrete or masonry plugs. Pipes abandoned in place having diameters greater than 15 inches shall be filled with flowable fill, sand, Elastizell or other approved material.

D. Riser Pipes:

1. Riser pipe shall be installed to serve individual lots or tracts in conjunction with new sanitary sewer construction, unless otherwise ordered by the Engineer, because of groundwater, unstable soil or unusually deep construction.
2. Riser locations shall be as approved by the Owner with the concurrence of the Engineer. The Contractor will be required to file written documentation with the Engineer on a form approved by the Engineer indicating the locations where risers are to be installed as requested by the property owner or his authorized representative.
3. The riser shall be marked using a 1 inch PVC pipe painted green and installed to be 3 feet above finished grade.
4. Installation of risers on sewers because of unusual depth will be required when the sewer is deeper than 12 feet.
5. Riser pipe construction shall conform to the requirements as shown on the standard riser detail sheet. Contract quantities pertaining to riser installation may or may not be utilized on the project, based on the decision of the Engineer with regard to trench conditions.

E. Pipe Stub-Outs and Plugs:

1. Stub Outs: Four inch (4") and six inch (6") pipe stubs with temporary pipe plugs shall be installed in manholes when shown on the drawings or directed by the Engineer to facilitate connection of building service lines. All stubs shall be a minimum of 3 feet in length and capped with a gasketed cap.
2. Temporary pipe plugs on the ends of lines which are to be extended in the future shall be prefabricated by the manufacturer of the pipe unless approved otherwise by the Engineer. Temporary plugs shall be of such construction that when they are installed, the plug will prevent entrance of any extraneous material into the sewer and such that will facilitate easy removal without undue damage to the sewer pipe when the sewer is extended.
3. Temporary pipe plugs on sewers to be extended in the future will not be paid for directly and this cost shall be included in the price bid for the pipe.

F. Septic Tank System Removal:

1. If in the prosecution of the construction of any sanitary sewer it becomes necessary to remove a portion of, or a complete septic tank, the RPR shall notify the Engineer and the Contractor that if a portion of the tank is removed the entire tank shall be removed and a temporary connection established.
2. Contractor shall follow all requirements including permitting as outlined by the local regulatory agency.
3. The Contractor shall notify the tenant or property owner that the septic system is to be removed and a temporary connection shall be established.

4. In the event the lead line or the laterals from the septic system are encountered in the construction of the sewer, the Contractor shall make all necessary repairs for which no additional payment shall be made.

### 3.12 FIELD QUALITY CONTROL AND TESTING

#### A. General:

1. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
2. Test completed piping systems according to requirements of this project manual.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
4. A separate report shall be submitted for each test.

#### B. Testing for Pipes:

##### 1. Deflection Testing and Displacement of Sewers:

- a. Deflection/Mandrel testing shall be performed on flexible sewer pipes installed on the project.
- b. A deflection test shall be performed by the Contractor at the Contractor's expense on all flexible pipe after it has been laid and backfilled. The pipe shall be tested by pulling a 9-legged mandrel through the pipe. The maximum allowable deflection shall not exceed 5.0% of the pipe's internal diameter. Sections of pipe barrels having deflections greater than 5% shall be corrected.
- c. Sewers shall be checked to determine whether any displacement of the pipe has occurred after the trench has been backfilled and compacted as specified.
- d. Any sewer lines having flow elevations which deviate by more than one inch from a straight line, as determined by the flow line of the two ends of the pipe of any one line between structures, compared with any point between, shall be reconstructed by the Contractor at his expense.

##### 2. Air Testing:

- a. Contractor shall air test all sewers.
- b. Contractor may test using infiltration, exfiltration or air testing for sewers with a diameter of 24 inches or larger.

c. Testing for sanitary sewers shall consist of measuring the amount of time required for air pressure to drop 0.5 psi from a starting pressure of 3.5 psi. The pipe shall be tested by adding air slowly to the test section of pipe until the pressure is raised to 4.0 psi. The pressure shall slowly be decreased to 3.5 psi before commencing with the test. Determine the time required to achieve a 0.5 psi drop, and compare this time with the allowable times for the 0.5 psi drop in the below table or as shown in Table 2 of ASTM F1417. The elapsed time shall be no less than that shown in Table 2 of ASTM F1417. For pipe larger than 36 inches in diameter, Contractor shall contact Engineer for testing duration.

Minimum Specified Time Required for a 0.5 psig Pressure Drop for Size and Length of Pipe Indicated

TABLE 1											
SPECIFICATION TIME FOR LENGTH (L) SHOWN, MIN:SEC											
Pipe Diameter, in.	Minimum Time, min:sec	Length for Minimum Time, ft.	Time for Longer Length, S	100 ft.	150 ft.	200 ft.	250 ft.	300 ft	350 ft	400 ft	450 ft
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:40	28:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10:683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12:926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15:384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23

3. Infiltration and Exfiltration Testing:

- a. Contractor may test using infiltration, exfiltration or air testing for sewers with a diameter of 24 inches or larger.
- b. The infiltration-exfiltration shall not exceed 250 gallons per day per inch of nominal pipe diameter per mile of sewer line for any section of the system.
- c. For sewers greater than 24 inches in diameter, infiltration-exfiltration shall not exceed 6,000 gallons per day per mile of pipe.

- d. Where sewers are laid above the ground water table, exfiltration tests shall be conducted. Exfiltration tests must be conducted with a minimum of four feet of static water head above the invert of the sewer at the upstream manhole.
- e. Where sewers are laid within the ground water table, infiltration tests shall be conducted.

4. Television Inspection of Sewer Lines:

- a. All sanitary sewers eight-inch diameter and larger constructed under this contract shall be cleaned and televised by the Contractor prior to final acceptance. All video inspections shall be performed with a representative of the City observing.
- b. Prior to televising the newly constructed sanitary sewer, the Contractor shall clean the pipelines to remove all materials and debris with a hydraulic cleaner. Cleaning water shall not enter the existing sanitary sewer system but shall be removed from the system and disposed of in an approved location. Mechanical plugs shall be utilized in order to isolate the system.
- c. An adequate supply of water shall be maintained in the pipe after cleaning and prior to televising so that any sag in the line can be visually detected during televising.
- d. The video shall be in DVD format, in color, with audio. The manhole number of the upstream manhole, date, and running length of pipe televised (feet) shall be visually displayed on the tape.
- e. The camera shall remain in focus during televising, and adequate lighting shall be provided to see at least three feet in front of the camera. All manholes, taps, and all defects or imperfections shall be noted on the tape audibly, and the camera shall be paused at these locations for a minimum of 10 seconds.
- f. The Contractor shall furnish two (2) copies of the DVD to the Engineer for review prior to final acceptance of the sanitary sewer.
- g. Any defects discovered shall be corrected by the Contractor within 14 days of notification of the defect at no additional cost to the Owner.
- h. Re-televisioning of sanitary sewer lines is required after correction of defects or additional cleaning by the Contractor and will be paid for by the Contractor.
- i. The camera shall be equipped with a rotating head to allow direct visual inspection of taps and defects or imperfections if warranted.

C. Manhole Testing:

1. Manhole testing shall comply with the latest revision of ASTM C 1244.
2. The Contractor will be allowed to backfill the completed manhole prior to performing the vacuum test. If the Contractor chooses to backfill the completed manhole prior to vacuum testing, any dewatering operations shall be maintained until an acceptable test is accomplished. Tests, sealing, and acceptance shall be according to the procedures described in this section. Prior to testing, all lifting holes and exterior joints shall be filled and pointed with an approved non-shrink grout and coated with the specified manhole coating well in advance of testing so it will have time to cure to its maximum strength. At the Contractors option, the completed manhole may be backfilled prior to testing. Manholes which have been backfilled shall be excavated and cleaned to expose the entire exterior if a failure is reported associated with the vacuum testing. When testing, all manholes shall be free of internal water and all external water shall be removed below the top of the base.
3. All pipes and other openings into the manhole shall be plugged. All plugs shall be securely braced to prevent the plugs from being drawn into the manhole. A plate with an inflatable rubber ring the size of the top of the manhole shall be installed by inflating the ring with air to pressure adequate to prevent leakage of air between the rubber ring and manhole wall. Air shall then be pumped out of the manhole through an opening in the plate until a vacuum is created inside of the manhole equal to 10 inches of mercury on an approved vacuum gauge. The removal of air shall then be stopped and the test time begun.
4. If more than 1 inch drop in vacuum occurs within the first 2 minutes of the test period the manhole has failed the test and shall be repaired or reconstructed, and retested. Following satisfactory test results, the manhole may be backfilled.
5. Existing Manholes that have pipe penetrations added as part of this project shall be vacuum tested at the discretion of the RPR. The pipe penetration into the manhole shall remain exposed during the test. The test parameters shall be as mentioned previously in this section, with the exception that approval will not be based on actual vacuum test results, but on a visual inspection of the manhole during the vacuum test. The Contractor will be responsible for correcting only items such as damage caused by construction activities including the pipe penetrations through the manhole wall.
6. Test plugs in the pipes shall be securely braced so that the vacuum will not displace them. If a general porosity leak is present, the use of smoke will be helpful in locating the leaks.

END OF SECTION

SECTION 33 41 00  
STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Storm Water Sewer Pipe.
2. Storm Water Sewer Fittings
3. Storm Water Sewer Structures.
4. Precast Reinforced Concrete Box Culverts.
5. Pipe End Sections.
6. Headwalls.

1.2 DEFINITIONS

- A. AASHTO: American Association of State Highway and Transportation Officials
- B. ACSP: Aluminized Corrugated Steel Pipe
- C. ACPA: American Concrete Pipe Association
- D. ASTM: ASTM International
- E. AWWA: American Water Works Association
- F. NPDES: National Pollutant Discharge Elimination System
- G. RCB: Reinforced Concrete Box
- H. RCP: Reinforced Concrete Pipe
- I. RCPA: Reinforced Concrete Pipe-Arch Pipe
- J. RCPHE: Reinforced Concrete Pipe-Horizontal Elliptical
- K. SRCAR: Steel Reinforced Concrete Adjustment Rings
- L. SWS: Storm Water Sewer

### 1.3 ACTION SUBMITTALS

- A. General: Submittals shall be made by the Contractor in accordance with the procedures set forth in Division 01.
- B. Product Data: Contractor shall provide manufacturer's catalog lists, technical data, and/or shop drawings for the system components. Provide pipe certifications and cut sheets for pipe and fittings.
  - 1. Storm Water Sewer Pipe
  - 2. Storm Water Sewer Fittings
  - 3. Storm Water Sewer Structures
  - 4. Manhole Frame and Cover
  - 5. Pipe End Sections.
  - 6. Adjustment Rings
- C. Shop Drawings shall be drawn to a large scale, sufficiently showing all pertinent aspects of the item and its method of connection to the work.
  - 1. Storm Water Sewer Structures: Include drawings, elevations, sections, details, frames, covers, and grates.
  - 2. Precast Reinforced Concrete Box Culverts: Include drawings, elevations, sections, details, frames, covers, grates, concrete mix design, and lay schedule/diagram.
  - 3. Precast Reinforced Concrete Headwalls: Include drawings, elevations, sections, details, frames, covers, grates and concrete mix design.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

### 1.5 REGULATORY REQUIREMENTS

- A. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, state highways, or local or county roads.
- B. Comply with requirements including proof of insurance, and other permit requirements for construction across or along drainage ways
- C. Comply with all Federal, State and Local Requirements.

## 1.6 DELIVERY, STORAGE, AND HANDLING

### A. Delivery:

1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
2. Upon delivery inspect pipe and appurtenances for cracking, gouging, chipping, denting, and other damage and immediately remove from Site and replace with acceptable material.
3. No other pipe or material of any kind shall be placed inside of any pipe or fitting.

### B. Storage:

1. Store materials to allow convenient access for inspection and identification.
2. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
3. Do not remove end protectors or supports unless necessary for inspection; these should be reinstalled for storage.
4. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
5. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.
6. Protect flanges, fittings, and specialties from moisture and dirt.

### C. Handling:

1. Handle pipe, fittings, specials, and accessories carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
2. Avoid unnecessary handling of pipe.
3. The interior of all pipe shall be thoroughly cleaned of all foreign matter before being lowered into the trench, and shall be kept clean during laying operations by means of plugs or other approved methods. In all cases water shall be kept out of the trench until the material in the joints has set, if applicable. At all times when work is not in progress, all open ends of pipes and fittings shall be securely closed so that no trench water, earth or other substances will enter the pipe or fittings.
4. Protect pipe and fittings from damage. Defective, damaged or unsound pipe and/or fittings shall be rejected.

## 1.7 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  - 1. Notify the Owner no less than 72 hours in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without the Owner's written permission.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Pipe material and type shall be installed as detailed in the drawings.
- B. All pipe and fittings, manholes, storm water inlets, pipe end sections and other appurtenances shall be new material unless otherwise specified.

### 2.2 CONCRETE PIPE AND FITTINGS

- A. Round Reinforced Concrete Pipe (RCP) and Fittings: ASTM C 76.
  - 1. Tongue-and-groove ends and sealant joints with ASTM C 990, bitumen or butyl-rubber sealant.
  - 2. Minimum Class III.
- B. Reinforced Concrete Pipe-Arch Pipe (RCPA) and Fittings: ASTM C 506
  - 1. Tongue-and-groove ends and sealant joints with ASTM C 990, bitumen or butyl-rubber sealant.
  - 2. Minimum Class A - III.
- C. Reinforced Concrete Pipe-Horizontal Elliptical (RCPHE) and Fittings: ASTM C 507
  - 1. Tongue-and-groove ends and sealant joints with ASTM C 990, bitumen or butyl-rubber sealant.
  - 2. Minimum Class HE - III

## 2.3 STORM WATER SEWER STRUCTURES

### A. Storm Water Sewer Structures

1. The invert channels shall be smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. The invert channels shall be formed directly in the concrete of the manhole base, or shall be constructed by laying a full section of sewer pipe through the manhole and cutting out the top half after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smooth and shall slope toward the channels not less than 1 inch per foot or more than 2 inches per foot unless otherwise noted.
2. Concrete: Shall comply with Division 03 except as noted herein.
3. Quick Set Hydraulic Cements: Thoro "Water Plug", Quickcrete "Waterstop" or equal.
4. Non-Shrink Grout: Shall be in accordance with ASTM C1107
5. Reinforced Precast Concrete Storm Water Sewer Structures:
  - a. Precast Reinforced Concrete Storm Water Sewer Structures shall conform to the latest revision of ASTM C478 except for the following modifications:
    - 1) Cement used in construction of precast reinforced concrete storm water sewer structures shall conform to the requirements of the Standard Specifications for Portland Cement (ASTM Designation: C150).
    - 2) Base Section: 6 inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
      - a) Thickness of circular precast sections shall be at least one-twelfth of the internal shell diameter plus one inch, or 5 inches total, whichever is greater. The minimum internal diameter of circular structure shall be 4 feet. (All mastic shall be trimmed flush on the inside of the manhole sections and cleaned from the interior surfaces of the manhole.)
    - 3) Joint Sealant: ASTM C 990, bitumen or butyl rubber.
    - 4) Riser Sections (circular): 6 inch minimum thickness, 48 inch diameter, and lengths to provide depth indicated on the drawings.
    - 5) Top Section (circular): Concentric-cone type unless eccentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
    - 6) Brick Adjustment (non-circular inlets): Include at least one row of brick adjustment.

- 7) Grade Adjustment Rings (circular inlets): Include two or three reinforced-concrete rings, of 4 inch to 12 inch total thickness, that match diameter of frame and grate opening.
- 8) Precast sections shall be adequately reinforced with steel to withstand erection and temperature stresses.
- 9) The manufacturer of precast reinforced concrete storm water sewer structures sections shall submit tests from a certified lab detailing quality of aggregates and the mix design, which shall be in accordance with ASTM C478 or the specifications as herein stated.
- 10) Circular structures with precast bases may be used at the contractor's option. These circular structures shall have an 8-inch minimum base thickness and shall be placed on an 8-inch minimum crushed rock base.
- 11) The Contractor must submit certified test results showing that a random number of precast sections have been sampled and tested in accordance with ASTM C497 prior to moving precast sections to the job site. All costs to complete the preceding test are at no additional cost to the Owner.
- 12) Sand for Mortar: Concrete sand (fine aggregate) sieved through 8 mesh screen.
- 13) Mortar: Eight (8) sacks of Type I cement per cubic yard. Use of hydrated lime shall not be allowed.
- 14) Gaskets:
  - a) Mastic: Fed. Spec. SS-S-210; K.T. Snyder "RamNek" or ConSeal CS-102, or approved equal.
  - b) Rubber: Neoprene or other synthetic, 40 plus or minus 5 hardness when measured by ASTM D2240, Type A durometer.
- 15) Mastic Sealing: Koppers "Bitumastic SuperService Black", Tnemec "450 Heavy Tnemecol", or USS "Tarmastic 103" or approved equal.

## 2.4 PRECAST REINFORCED CONCRETE BOX (RCB) CULVERTS

A. Precast RCB Culverts: ASTM C1577-08 and the latest AASHTO LRFD Specifications.

1. Tongue-and-groove ends and sealant joints with ASTM C990, bitumen or butyl-rubber sealant.
2. Foundation material RCB culverts shall be crushed stone or concrete to the thickness indicated on the drawings. Crushed stone or concrete shall be free of soapstone and shale. Maximum thickness shall be six (6) inches.

## 2.5 END SECTIONS

### A. Precast Concrete End Sections:

1. Conform to applicable requirements of ASTM C76; ASTM C506; or ASTM C507 for the pipe material connected to the end section.

## 2.6 HEADWALLS

### A. Precast Concrete Headwalls:

1. Concrete: Shall comply with Division 03 except as noted herein.
2. Non-Shrink Grout: ASTM C1107
3. Reinforcing Steel: Place reinforcing steel as shown on the drawings.
4. Miscellaneous Metal: Rails or other assemblies shall conform to details as shown on the drawings.

## 2.7 CASTINGS

- A. Castings: ASTM A48-83, Class 35B. Frames and covers as shown on the drawings. All weights as given are approximate and average. Variation will not exceed the specified weight by more than 4 percent. Castings are to be manufactured true to pattern and with satisfactory fit of component parts. Castings shall be free of defects. Dimensions as detailed on drawings shall not deviate by +/- 1/16 inch per foot. Castings shall be furnished with machined horizontal bearing surfaces.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31.

### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawings and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes or inlets for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated on the drawings.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure drainage piping according to the following:
  - 1. Install piping according to elevations/slopes indicated on the drawings.
  - 2. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

### 3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:
  - 1. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.

### 3.4 CONCRETE CRADLES AND ENCASEMENT

- A. Where indicated on the drawings or directed by the Engineer, the sewer pipe shall be supported by concrete cradle or concrete encasement in accordance with the details. During the concrete placing operations, the Contractor shall prevent the introduction of foreign matter into the trench or displacement/floating of the sewer pipe.

### 3.5 STORM WATER SEWER STRUCTURE INSTALLATION

- A. Install storm water sewer structures complete with appurtenances and accessories indicated.
- B. Delivery: Precast concrete sections shall not be delivered to the job until representative concrete control cylinders have attained strength of at least 80 percent of the specified minimum. The date of manufacture and manhole number shall be indicated on each manhole section upon delivery.

- C. Circular precast structures shall be constructed and installed in accordance with ASTM C478. The quality of materials, process of manufacture, and finished manhole products shall be subject to inspection and approval by the Owner and/or Engineer. All cracked or otherwise visibly defective units will be rejected.
- D. Manhole covers shall be set so that the top of the frames will be flush with all paved surfaces, other locations will be set 0.4 foot above grade or as otherwise directed by the Engineer or shown on the drawings.
- E. Cast in Place Structure Bases:
  - 1. Inverts shall be formed during or immediately after casting the manhole base and brush finished as soon as the concrete has sufficiently set.
- F. Sewer Connections to Storm Water Sewer Structures.
  - 1. Sewer connections to manholes shall be correctly aligned and connected to the manhole with an approved connection. Pipe shall be cut off flush with structure wall.
  - 2. Grouted Connections:
    - a. Rigid pipe connections at manhole walls shall be grouted in place with hydraulic cement.
    - b. Pipes having smooth exterior surfaces, unable to make a watertight bond with manhole walls, shall be installed with a rubber water stop at manhole penetrations. The space between the pipe and manhole shall be completely filled with an approved quick-set hydraulic cement.
  - 3. Flexible Gaskets:
    - a. Flexible gaskets as manufactured by A-Lok or approved equal may be used as compression connectors whenever a pipe penetrates into a precast manholes or structure.
    - b. Gaskets shall be watertight based on ASTM C 923 to provide a seal between the pipe and the structure wall. Gasket shall be cast integrally with the structure wall during the manufacturing process in a manner that it will not pull out during pipe coupling.
    - c. Seal between the gasket and the pipe shall be made by the compression connector between the outside circumference of the factory installed oversleeve or the surface of the pipe and the interior opening of the structure.
    - d. Flexible gaskets shall not be grouted in place.

- G. Grade Adjustment Rings: Elevation of the structure top shall be set so that the top of the frames will be flush with all paved surfaces unless otherwise shown on the drawings. All other locations will be set as shown in the drawings. Vertical stacks shall be constructed of 4, 5, or 6 inch Keyed Steel Reinforced Concrete Adjustment Rings (S.R.C.A.R.), complying with ASTM-C150 and ASTM-C478. The manhole entry frame and the adjustment rings shall be properly sealed using two rings of mastic sealant spaced approximately 2 inches apart.
- H. Concrete tops to be installed on thin mortar cushion to ensure full support along the inlet.
- I. Invert shall be shaped with concrete to create flow channels and to increase hydraulic efficiency such that the inlet will be self-cleaning between all inlet and/or outlet pipes.
- J. The ends of all pipes installed in inlets shall be cut off flush with the inside face of the inlet wall.
- K. The contractor shall remove lifting hooks after installation. Recesses in inlet walls shall be grouted flush after the inlet is placed.

### 3.6 PRECAST REINFORCED CONCRETE BOX CULVERT INSTALLATION

- A. Foundation: Excavate and prepare foundation by constructing crushed stone and/or concrete seal course as shown on the drawings.
- B. Precast Sections: Install precast RCB culvert section per the approved lay schedule with the groove end of each section up-grade.
- C. Joint Sealing: Seal joints as shown on the drawings. Install joint sealant according to the manufacturer's recommendations.

### 3.7 PIPE END SECTION AND HEADWALL INSTALLATION

- A. Precast Concrete End Sections and Headwalls:
  1. Install precast unit as indicated, to extent practical, to the dimensions, lines, and grades as shown on the drawings.

### 3.8 CONCRETE PLACEMENT

- A. Placement of cast-in-place concrete shall conform to Division 03 Concrete.

### 3.9 INCIDENTAL CONSTRUCTION

#### A. Structure Removal/Abandonment:

1. Structures designated for abandonment shall be completely removed to an elevation of 4 feet below finished grade. The remaining portion of the abandoned structures shall be backfilled with sand, flushed and vibrated, or flowable fill to an elevation of 4 feet below grade. The top 2 feet of the excavation shall be backfilled with compacted material similar to the adjacent surface to 95 percent per the latest revision of ASTM D 698.
2. The excavation shall be backfilled in accordance with the requirements as specified for sewer trench backfill.
3. All castings and covers shall be salvaged, cleaned and delivered at the direction of the Owner.

#### B. Structure Adjustments:

1. Structures designated for adjustment shall be raised or lowered as necessary such that the casting will conform to the required elevation.
2. Construction and material requirements shall conform to the same requirements as specified for new manhole construction. An approved type of flat concrete slab shall be used to support the manhole ring where it is necessary to lower structures or brick stacks having corbels more than twelve inches (12"). Flat concrete slab structure tops shall conform to the requirements of ASTM C 478 in addition to the following requirements.
  - a. A minimum six inch (6") collar conforming to the same type of construction as specified for brick manholes shall be installed between the manhole ring and the flat concrete slab to facilitate minor adjustments for elevation unless approved otherwise by the Engineer. All contact surfaces between brick masonry, flat concrete slab and cast iron ring shall be sealed with a layer of mortar. Structures having corbels which must be raised more than eighteen inches (18") will require removing the corbel section completely to facilitate reconstruction of a standard draw section. When it is necessary to adjust a reinforced concrete structure, this work shall conform to the requirements and details as shown on the drawings.
  - b. The maximum adjustment shall be no more than 18 inches. Should an adjustment of more than 18 inches be required, the Contractor shall remove the corbel section and restack the manhole with an appropriate sized barrel section.

C. Pipe Abandoned in Place:

1. Both ends of all pipes to be abandoned in place shall be plugged with 3 feet thick concrete or masonry plugs. Pipes abandoned in place having diameters greater than fifteen inches (15") shall be filled with flowable fill, sand, or other approved material.

**3.10 FIELD QUALITY CONTROL**

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  1. Submit separate reports for each system inspection.
  2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  1. Test completed piping systems according to requirements of authorities having jurisdiction.
  2. Schedule tests and inspections by authorities having jurisdiction with at least 48 hours' advance notice.
  3. Submit separate report for each test.

**3.11 CLEANING**

- A. Flush with water or use methods as required to clean interior of piping of dirt and superfluous materials.

END OF SECTION

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