



westonandsampson.com

WESTON & SAMPSON ENGINEERS, INC.
1 Washington Mall – 10th Floor
Boston, MA 02108

CONTRACT DOCUMENTS

August 7, 2026

TOWN OF

Nantucket

MASSACHUSETTS

Nobadeer Athletic Fields Improvements

W&S Project no. ENG24-1207

Nantucket Bid no. 2026-PR-0720

ISSUED FOR RE-BID



SECTION 00 01 10: TABLE OF CONTENTS

DIVISION 00: PROCUREMENT/CONTRACTING REQUIREMENTS

00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 31 32	Subsurface Data
00 31 43	Permits
00 41 43	Form of General Bid
00 52 00	Agreement
00 61 13.16	Payment Bond
00 72 00	General Conditions
00 73 00	Supplementary Conditions
00 73 73.13	State Statutes and Regulations Commonwealth of Massachusetts
00 73 73.23	Attachment A: Prevailing Wage Rates
00 73 73.33	Attachment B: Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws
00 73 73.43	Attachment C: MA Supp EEO, Non-Discr. And Aff. Action Prog.
00 73 73.53	Attachment D: Change Orders
	Appendices A-B
00 73 73.73	Attachment E: Price Adjustments

DIVISION 01: GENERAL REQUIREMENTS

01 11 00	Control of Work and Materials
01 12 16	Scope and Sequence of Work
01 14 00	Special Provisions
01 14 19.16	Dust Control
01 23 00	Alternates
01 31 19.23	Construction Meetings
01 32 16	Construction Scheduling
01 33 23	Submittals
01 35 29	Health and Safety Plan
01 45 23	Special Testing and Inspections
	Attachment F
01 55 26.13	Signage (Traffic Control)
01 56 26	Temporary Chain Link Fence
01 56 39	Tree Protection & Trimming
01 57 19	Environmental Protection
01 73 29	Cutting, Coring and Patching
01 74 13	Cleaning Up
01 78 00	Project Closeout
01 78 39	Project As-Built Record Drawings
01 92 13	Operation and Maintenance Manuals

DIVISION 02: EXISTING CONDITIONS

02 41 13 Selective Site Demolition
02 41 19.16 Minor Electrical Demolition

DIVISION 03: CONCRETE

03 11 00 Concrete Formwork
03 21 00 Concrete Reinforcement
03 30 00 Cast-In-Place Concrete
03 30 13 Reinforced Concrete Fence Mower Strip

DIVISION 05: METAL

05 50 00 Miscellaneous Metals

DIVISION 07: THERMAL AND MOISTURE PROTECTION

07 90 00 Joint Protection

DIVISION 10: SPECIALTIES

10 14 53 Traffic and Site Signage

DIVISION 11: EQUIPMENT

11 68 33 Athletic Equipment
11 99 00 Pre-Manufactured Utility Shed

DIVISION 12: FURNISHINGS

12 93 00 Site Furnishings

DIVISION 26: ELECTRICAL

26 00 50 Electrical Work – General Provisions
26 05 19 Low-Voltage Electrical Power Conductors And Cables
26 05 26 Grounding And Bonding For Electrical Systems
26 05 29 Hangers And Supports For Electrical Systems
26 05 33 Raceways And Boxes For Electrical Systems
26 05 44 Sleeves And Sleeve Seals For Electrical Raceways And Cabling
26 05 53 Identification For Electrical Systems
26 24 16 Panelboards
26 27 13 Electricity Metering
26 27 26 Wiring Devices

26 28 13	Fuses
26 28 16	Enclosed Switches and Circuit Breakers
26 43 13	Surge Protection for Low-Voltage Electrical Power Circuits
26 56 00	Exterior Lighting
26 56 58	Sports Lighting Add Alternate 4

DIVISION 31: EARTHWORK

31 00 00	Earthwork
31 05 13.13	Loam Borrow (Topsoil)
31 05 19.13	Geotextile Fabrics
31 11 00	Clearing and Grubbing
31 13 13	Tree Pruning and Stump Removal
31 23 19	Dewatering
31 25 00	Erosion and Sedimentation Control
31 50 00	Support of Excavation

DIVISION 32: EXTERIOR IMPROVEMENTS

32 12 16.13	Hot Mix Asphalt Pavement
32 16 00	Curbing
32 18 23	Natural Athletic Field Turf
32 31 19	Ornamental Fencing and Gates
32 31 29	Wood Split Rail Fence
32 84 00	Irrigation System
32 92 19	Seeding
32 93 00	Trees, Ornamental Grasses, and Landscaping

DIVISION 33: UTILITIES

33 05 26.13	Tracer Tape
33 11 23	Irrigation Water Supply System
33 11 24	Irrigation Well Pumping and Control System
33 31 13.16	Polyvinyl Chloride Gravity Pipe and Fittings
33 31 13.40	Low Pressure Sewer Piping and Curb Stops for Grinder Pumps
33 41 13.22	Corrugated Polyethylene (HDPE) Drainage Pipe

APPENDICES:

Appendix C	Geotechnical Report Attachment G-I
Appendix D	Yield Test Report for Existing Irrigation Well

	Attachment Data Spreadsheet
Appendix E	Infiltration Testing Memorandum

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Town of Nantucket, Massachusetts

Sealed bids for construction of the Nobadeer Athletic Fields Improvements for the Town of Nantucket, Massachusetts, will be received directly via the e-Procurement Portal at <https://procurement.opengov.com/portal/nantucket> until 2:00 PM prevailing time, on Wednesday, September 9, 2026, at which time the bidding period will be closed.

The work under this contract includes all activities required for the fields and site improvements shown on the Contract Drawings. The scope encompasses all labor, equipment, materials, and operations necessary for the construction of a new rectangular athletic field with natural grass turf, hot mix asphalt pavement, sports lighting for both existing synthetic turf field and new athletic field, irrigation systems, and walking paths. Additional scope items and details on the work to be performed are provided in the contract documents.

Bid security for all general bidders in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, is required in the amount of five (5) percent of the total bid, in accordance with the conditions in Section 00 21 13 INSTRUCTIONS TO BIDDERS.

The Contract Documents can be obtained free of charge from the Town of Nantucket's procurement website (<https://procurement.opengov.com/portal/nantucket>).

If any changes are made to this IFB, an addendum will be issued. All addenda so issued shall become part of the Contract Documents. Addenda notification will be emailed to all bidders who may follow the bid posting by clicking on "Follow" on the [bid postings page](#). Each responder shall acknowledge receipt of any and all addendum issued via the Town's e-Procurement portal. **Failure to do so may cause rejection of the submittal as being unresponsive.**

The selected contractor shall furnish a payment bond in amount at least equal to fifty percent (50%) of the contract price as stipulated in Section 00 72 00, GENERAL CONDITIONS of these specifications.

A non-mandatory online pre-bid conference will be held at 1:00pm on Thursday, August 20, 2026. Bidders are encouraged to visit the site prior to submitting their bid.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

All questions can be submitted directly to the Nantucket procurement portal (<https://procurement.opengov.com/portal/nantucket>) under the corresponding project and Q&A section. The deadline for submitting questions shall be Tuesday, August 25, 2026, at 2:00PM. Bidders shall be aware of all addenda posted on this portal and acknowledge all addenda on their bid form. No addenda will be released after 4:00PM on Tuesday, September 1, 2026.

ADVERTISEMENT FOR BIDS

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids.

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Prevailing Wage Rates
24. Guarantee
25. Price Adjustments

1. Receipt and Opening of Bids

The Town of Nantucket, Massachusetts herein called the OWNER, acting by and through its Town Manager will receive sealed Bids for the construction of Nobadeer Athletic Fields Improvements.

Sealed bids for construction of the Nobadeer Athletic Fields Improvements for the Town of Nantucket, Massachusetts, will be received directly via the e-Procurement Portal at <https://procurement.opengov.com/portal/nantucket> until 2:00 PM prevailing time, on Wednesday, September 9, 2026, at which time the bidding period will be closed.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

INSTRUCTIONS TO BIDDERS

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on-the Contract Drawings consisting of a total of twenty six (26) sheets (including the cover sheet) and entitled: "Nobadeer Athletic Fields Improvements".

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00 41 43. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted via the e-Procurement Portal at <https://procurement.opengov.com/portal/nantucket>.

4. Modification of Bids

Bids may be modified, corrected or withdrawn by the bidder via the Towns e-Procurement Portal before Wednesday, September 9, 2026 at 2:00 PM.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the

subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00 11 13, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00 41 43, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be entered into the Q&A section within the e-procurement portal and to be given consideration must be received by Tuesday, August 25, 2026 at 2:00 PM.

If any changes are made to this IFB, an addendum will be issued. All addenda so issued shall become part of the Contract Documents. Addenda notification will be emailed to all bidders who may follow the bid posting by clicking on "Follow" on the [bid postings page](#). Each responder shall acknowledge receipt of any and all addendum issued via the Town's

e-Procurement portal. **Failure to do so may cause rejection of the submittal as being unresponsive.**

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00 41 43, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids except for the DCAMM Update Statements if contained therein, which are not public records.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00 41 43, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00 41 43, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond as security for the payment of all persons performing labor and furnishing materials under this Contract as specified in Section 00 61 13.16, PAYMENT BOND included herein, in the amount of 50 percent of its bid. The surety on such bond shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bond shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in

violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00 73 73.13 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00 41 43, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00 73 73.13, STATE REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction

contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request, if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

24. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

25. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

END OF SECTION

SECTION 00 31 32

SUBSURFACE DATA

PART I - GENERAL

1.01 SCOPE:

- A. A subsurface exploration program consisting of soil borings and geotechnical laboratory testing has been performed, with reasonable care. A memorandum prepared by Weston & Sampson dated February 12, 2025 which includes the boring is included in Appendix C.
- B. The subsurface data in the Appendix C is provided for informational purposes only. The Contractor shall not rely on the interpretations, opinions, or conclusions presented in the memorandum or on the logs, only the factual data relative to the specific times, locations, and depths/elevations. Specific project requirements are referenced only in the drawings and specifications.
- C. If Contractors deem the subsurface information insufficient, they may, after obtaining Owner's permission, carry out additional subsurface explorations, at no expense to the Owner.
- D. Subsurface information provided in the Contract Documents is limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe soils, rock, groundwater, and such other conditions are subject to local usage and individual interpretation.
- E. Borings have been completed substantially at the locations indicated on the drawings and advanced to the depths shown on the logs. Soil information presented in the boring logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Reported groundwater levels are those measured in the field at the particular location and at the time measurements were made, and do not necessarily represent permanent or seasonal groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, tidal fluctuation, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.
- F. Subsurface exploration, and soil data are for the general information of the Contractors. The Contractors are obligated to examine the site, review boring and test pit logs, all available information and records of explorations, investigations and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface

SUBSURFACE DATA

explorations were made. No other warranty either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 00 31 43

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Section 01 11 00, CONTROL OF WORK AND MATERIALS
- B. Section 01 14 19.16, DUST CONTROL
- C. Section 01 57 19, ENVIRONMENTAL PROTECTION

1.03 GENERAL REQUIREMENTS:

- A. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00 72 00, GENERAL CONDITIONS.
- B. Permits Required

	<u>Status</u>
a. Electrical Permit from Town of Nantucket	*
b. Building Permit for utility shed from Town of Nantucket	*
c. Confined Space Entry Permit, as required	*

* Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

SECTION 00 41 43
FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

- ☐ a corporation, organized and existing under the laws of the State of _____
- ☐ a joint venture
- ☐ a limited liability company
- ☐ a partnership
- ☐ an individual doing business as _____

*Insert corporation, partnership, joint venture, limited liability company, or individual as applicable.

To the Town of Nantucket, Massachusetts (hereinafter called the Owner).

Everyone:

The undersigned Bidder, in compliance with your invitation for bids for the construction of Nobadeer Athletic Fields Improvements having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 245 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Item 1. BASE PROPOSAL:

Bidder agrees to perform all of the work described in the specification and shown on the plans for the sum of:

_____ Dollars and _____ Cents
(\$ _____)

Item 2. ADD ALTERNATE NO. 1 – SCOREBOARDS:

For all work associated with Add Alternate No. 1 – Scoreboards, as specified and indicated in the Contract Documents:

_____ Dollars and _____ Cents
(\$ _____)

Item 3. ADD ALTERNATE NO. 2 – SEWER RUN:

For all work associated with Add Alternate No. 2 – Sewer Run, as specified and indicated in the Contract Documents:

_____ Dollars and _____ Cents
(\$ _____)

Item 4. ADD ALTERNATE NO. 3 – NON-FIELD IRRIGATION:

For all work associated with Add Alternate No. 3 – Non-Field Irrigation, as specified and indicated in the Contract Documents:

_____ Dollars and _____ Cents
(\$ _____)

Item 5. ADD ALTERNATE NO. 4 – SPORTS LIGHTING:

For all work associated with Add Alternate No. 4 – Sports Lighting, as specified and indicated in the Contract Documents:

_____ Dollars and _____ Cents
(\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The BASE PROPOSAL and each ALTERNATE Price shall include all labor, materials, equipment, overhead, profit, insurance, bond premiums, engineering costs, and all other costs associated with the applicable Work.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder. The Owner reserves the right to accept or reject any or all Alternates in accordance with the Contract Documents. The basis of award shall be the Base Proposal, as adjusted by the Alternates selected by the Owner for award.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00 52 00 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 21 13 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract prices in accordance with Section 00 61 13.16 PAYMENT BOND, and as stipulated in Section 00 72 00 GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

(Attach supplementary list if necessary)

3. The Bidder shall state below what work of a similar character to that included in the proposed contract it has done, and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of

the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date _____

By _____

(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the _____, hereinafter called "OWNER," acting herein through its _____, and doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

NOBADEER ATHLETIC FIELDS IMPROVEMENTS

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00 41 43, FORM OF GENERAL BID, Section 00 72 00, GENERAL CONDITIONS, Section 00 73 00, SUPPLEMENTARY CONDITIONS, Section 00 73 73.13, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The Contract Sum stated above includes the following Alternates accepted by the Owner and incorporated into the Work:

Add Alternate #1 – Scoreboards:	\$ _____
Add Alternate #2 – Sewer Run:	\$ _____
Add Alternate #3 – Non-Field Irrigation:	\$ _____
Add Alternate #4 – Sports Lighting:	\$ _____

Alternates not accepted by the Owner are not included in the Contract Sum or the Work.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 245 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$ 1,000 for each

consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00 72 00, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00 72 00, GENERAL CONDITIONS and Section 00 73 00, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project
AGREEMENT
00 52 00-2

shall be _____ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)
By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _____ has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature_____

Date_____

Print Name & Title_____
Company Name**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

*Name of individual**Name of contractor*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature_____
Date**LABOR HARMONY AND OSHA TRAINING REQUIREMENTS**

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work and that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature_____

Date_____

Print Name & Title_____
Company Name

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (City) (State)
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under
the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of
Nantucket, Massachusetts, hereinafter called "Owner," in the penal sum of _____
_____ Dollars and _____
_____ Cents (\$_____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has
entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____
_____, 20____, which Contract is by reference made a part hereof, for the construction
described as follows:

NOBADEER ATHLETIC FIELDS IMPROVEMENTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment
and tools, consumed or used in connection with the construction of such work, and all insurance
premiums on said work, and for all labor, performed in such work whether by subcontractor or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of this Contract or to the work or to the specifications.
The Surety Company providing the bond shall have a rating of A or better within the Best Key
Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND

00 61 13.16-1

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

_____	_____
Principal	Witness as to Principal Signature
By _____	_____
Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

ATTEST:

_____	_____
Surety	Witness as to Surety Signature
By _____	_____
Attorney-in-Fact Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

PAYMENT BOND
00 61 13.16-2

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.

SECTION 00 72 00 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

**REVISIONS HIGHLIGHTED WITHIN THE TEXT OF THIS SECTION HAVE
BEEN APPROVED BY OWNER'S LEGAL COUNSEL KOPELMAN & PAIGE, P.C.**

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

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

SECTION 00 72 00
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2 – Preliminary Matters.....	7
2.01 Delivery of Bonds and Evidence of Insurance.....	7
2.02 Copies of Documents.....	7
2.03 Commencement of Contract Times; Notice to Proceed	7
2.04 Starting the Work	8
2.05 Before Starting Construction	8
2.06 Preconstruction Conference; Designation of Authorized Representatives	8
2.07 Initial Acceptance of Schedules	9
Article 3 – Contract Documents: Intent, Amending, Reuse.....	9
3.01 Intent.....	9
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Amending and Supplementing Contract Documents	11
3.05 Reuse of Documents	11
3.06 Electronic Data.....	11
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	12
4.01 Availability of Lands	12
4.02 Subsurface and Physical Conditions	12
4.03 Differing Subsurface or Physical Conditions.....	13
4.04 Underground Facilities	14
4.05 Reference Points	16
4.06 Hazardous Environmental Condition at Site.....	16
Article 5 – Bonds and Insurance	18
5.01 Performance, Payment, and Other Bonds	18
5.02 Licensed Sureties and Insurers	18
5.03 Certificates of Insurance	18
5.04 Contractor’s Insurance.....	19
5.05 Owner’s Liability Insurance	22

5.06	Property Insurance	22
5.07	Waiver of Rights	23
5.08	Receipt and Application of Insurance Proceeds(Not used)	24
5.09	Acceptance of Bonds and Insurance; Option to Replace.....	25
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	25
Article 6 –	Contractor’s Responsibilities	25
6.01	Supervision and Superintendence	25
6.02	Labor; Working Hours.....	26
6.03	Services, Materials, and Equipment	26
6.04	Progress Schedule	27
6.05	Substitutes and “Or-Equals”	27
6.06	Concerning Subcontractors, Suppliers, and Others	29
6.07	Patent Fees and Royalties	31
6.08	Permits.....	32
6.09	Laws and Regulations.....	32
6.10	Taxes	32
6.11	Use of Site and Other Areas	33
6.12	Record Documents.....	34
6.13	Safety and Protection	34
6.14	Safety Representative	35
6.15	Hazard Communication Programs	35
6.16	Emergencies	35
6.17	Shop Drawings and Samples	36
6.18	Continuing the Work	37
6.19	Contractor’s General Warranty and Guarantee.....	38
6.20	Indemnification	39
6.21	Delegation of Professional Design Services	40
Article 7 –	Other Work at the Site.....	41
7.01	Related Work at Site	41
7.02	Coordination.....	41
7.03	Legal Relationships.....	42
Article 8 –	Owner’s Responsibilities	42
8.01	Communications to Contractor.....	42
8.02	Replacement of Engineer.....	42
8.03	Furnish Data	42
8.04	Pay When Due	42
8.05	Lands and Easements; Reports and Tests	42
8.06	Insurance	43
8.07	Change Orders.....	43
8.08	Inspections, Tests, and Approvals	43
8.09	Limitations on Owner’s Responsibilities	43
8.10	Undisclosed Hazardous Environmental Condition.....	43
8.11	Evidence of Financial Arrangements	43

8.12 Compliance with Safety Program.....	43
Article 9 – Engineer’s Status During Construction	44
9.01 Owner’s Representative.....	44
9.02 Visits to Site	44
9.03 Project Representative	44
9.04 Authorized Variations in Work	45
9.05 Rejecting Defective Work	45
9.06 Shop Drawings, Change Orders and Payments	45
9.07 Determinations for Unit Price Work	45
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work	46
9.09 Limitations on Engineer’s Authority and Responsibilities.....	46
9.10 Compliance with Safety Program.....	47
Article 10 – Changes in the Work; Claims	47
10.01 Authorized Changes in the Work	47
10.02 Unauthorized Changes in the Work	47
10.03 Execution of Change Orders.....	47
10.04 Notification to Surety.....	48
10.05 Claims.....	48
Article 11 – Cost of the Work; Allowances; Unit Price Work.....	49
11.01 Cost of the Work.....	49
11.02 Allowances	51
11.03 Unit Price Work	52
Article 12 – Change of Contract Price; Change of Contract Times.....	53
12.01 Change of Contract Price.....	53
12.02 Change of Contract Times	54
12.03 Delays.....	54
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	55
13.01 Notice of Defects	55
13.02 Access to Work	55
13.03 Tests and Inspections	55
13.04 Uncovering Work.....	56
13.05 Owner May Stop the Work.....	57
13.06 Correction or Removal of Defective Work.....	57
13.07 Correction Period	58
13.08 Acceptance of Defective Work	59
13.09 Owner May Correct Defective Work	59
Article 14 – Payments to Contractor and Completion.....	60
14.01 Schedule of Values	60
14.02 Progress Payments	60
14.03 Contractor’s Warranty of Title	63

14.04 Substantial Completion.....	63
14.05 Partial Utilization	64
14.06 Final Inspection.....	65
14.07 Final Payment	65
14.08 Final Completion Delayed.....	66
14.09 Waiver of Claims	66
Article 15 – Suspension of Work and Termination	67
15.01 Owner May Suspend Work	67
15.02 Owner May Terminate for Cause.....	67
15.03 Owner May Terminate For Convenience.....	69
15.04 Contractor May Stop Work or Terminate	69
Article 16 – Dispute Resolution	70
16.01 Methods and Procedures.....	70
Article 17 – Miscellaneous	70
17.01 Giving Notice.....	70
17.02 Computation of Times	70
17.03 Cumulative Remedies	71
17.04 Survival of Obligations.....	71
17.05 Controlling Law	71
17.06 Headings.....	71

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. May also be referred to as “Proposal” which may be used interchangeably and shall have the same meaning.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor and complement the Specifications. Shop Drawings and other Contractor submittals are not Drawings as so defined. May also referred to as "Plans", which may be used interchangeably and shall have the same meaning. Notes on Drawings are directed to Contractor unless specifically noted otherwise.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 01 of the Specifications which govern the Work in all sections of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. May also be referred to as "Construction Schedule", which may be used interchangeably and shall have the same meaning.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. The Specifications are based on the guidelines of the Construction Specifications Institute (CSI) Project Resource Manual, and are directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases in the Specifications.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

B. Additional Terms

1. *Final Completion*—The time at which all Work is completed and ready for final payment in accordance with Paragraph 14.07 of these General Conditions.
2. *Industry Practice*—The written practices, methods, materials, supplies and equipment, as changed from time to time, that are commonly used in the industry applicable to the Project to design, construct and operate facilities and plants, or any practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired results consistent with good business practices, reliability, safety and expedition.
3. *Punch List*—A list of open items representing portions of the Work which Contractor, Engineer, Owner reasonably agree is not complete on the date of Substantial Completion or Final Completion, but which items will not significantly interfere with the safe, reliable operation and integrity of the Project or its intended use.
4. *Purchase Order*—A written agreement between Contractor and a Supplier for provision of material and equipment.
5. *Warranty Period*—The correction period after the date of Substantial Completion per Paragraph 13.07 of these General Conditions.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight. See also Paragraph 17.02 of these General Conditions.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. ~~When Contractor delivers the executed counterparts~~Prior to execution of the Agreement ~~to Owner~~, Contractor shall ~~also~~ deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Prior to execution of the Agreement and b~~Before~~ any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ 5 printed or hard copies of the Contract Documents or Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the ~~sixtieth~~ 90th day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, unless mutually agreed otherwise, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents and the lead times for equipment and materials per the listing in subparagraph 2.05.A.4;
 - 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 which will be confirmed in writing by Contractor at the time of submission. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; ~~and;~~
 - 4. a complete listing of equipment and materials with lead times between placing orders and delivery, including normal allowances of time for processing and correcting Shop Drawings. All orders for long lead items shall be placed within 30 days after Effective Date of the Agreement if delivery is critical to scheduling. Failure to place orders promptly may result in full liability for liquidated damages if Contract Times are not met.

B. *Evidence of Insurance:* In accordance with Paragraph 2.01.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall ~~not~~ be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy in the Contract Documents ~~unless-if~~ Contractor ~~had-actual knowledge~~knew or reasonably should have known thereof.

B. Resolving Discrepancies:

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

- A. ~~Unless otherwise stated in the Supplementary Conditions, t~~The data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies), files transmitted in in portable document format (PDF), and other electronic media formats of text, data, graphics or other file types supported by any digital document exchange system implemented for the Project, all of which are understood by all parties to constitute official Project correspondence and submittals. ~~Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.~~ If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, ~~will~~may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated ~~or not shown or indicated with reasonable accuracy~~ in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.
3. Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, shall not be liable to Contractor for any Claims, losses, or damages incurred by Contractor (including but not limited to all fees and changes of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) related to Underground Facilities not shown or indicated.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work unless Contractor caused or contributed to such Hazardous Environmental Condition. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly

after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within ~~20~~5 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

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

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed, complies with the requirements of Article 5, and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; ~~and~~
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle. ~~;~~

7. claims arising out of violation of Laws or Regulations; and

8. claims for damages because of negligent acts, errors and omissions arising out of performing or providing professional services.

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided herein and in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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

1. Workers' Compensation and related coverage:

<u>Minimum limit of liability</u>	<u>Statutory</u>
<u>Applicable Federal (e.g., Longshoreman's)</u>	<u>Statutory</u>
<u>Employer's Liability</u>	<u>\$1,000,000</u>

2. Contractor's General Liability:

\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 per project aggregate, including:

- Broad Form Property Damage Liability including coverage for acts of terrorism
- Completed Operations and Product Liability
- Contractual Liability
- Independent Contractors
- Explosion, Collapse & Underground Hazards
- Personal Injury Coverage, Exclusion "C" Deleted
- Fire Legal Liability - \$1,000,000
- Medical payments - \$1,000,000

Pollution Liability (covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Contractor's operations and completed operations maintained for no less than three years after final completion): \$1,000,000

Excess or Umbrella Liability: \$5,000,000 per occurrence; \$5,000,000 general aggregate

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

Combined Single Limit of \$1,000,000 for bodily injury & property damage covering Contractor and any vehicles owned, hired and non-owned by the Contractor

4. Professional Liability (E&O for engineers, architects or surveyors): \$1,000,000 for each claim with an annual aggregate of at least \$2,000,000 if professional services are required under the Specifications

5. Owners Protective Liability: as may be specified in the Supplementary Conditions

Any self-insured retention (not allowed for Worker's Compensation) and/or deductibles must be identified and cannot exceed \$100,000 per occurrence without the prior approval of the Owner. Contractor must provide either an audited financial statement to confirm solvency or a letter of credit guaranteeing the \$100,000 in case of loss for the duration of the Project and for the Correction Period.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. ~~Unless otherwise provided in the Supplementary Conditions,~~ Owner may, in its discretion, purchase and maintain property insurance upon the Work at the Site. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any ~~(subject to such deductible amounts or self-insured retention~~ as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a ~~Builder's Risk "all-risk"~~ Special Forms policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against ~~at least~~ the following special form perils or causes of loss, including but not limited to: fire, lightning, flood, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and

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

8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

- B. ~~(Not used) Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary

Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds* (Not used)

- A. ~~Not used~~Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. ~~Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

D. Provision of any instructions:

- 1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and
- 2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, make or catalogue number, or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.

- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items:
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:

- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Bidding Requirements or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and ~~if~~

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

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

1. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses that are not listed in Section 00 31 43 PERMITS. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in Paragraph 3.04. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs (if any) and other safety requirements that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Submittal Procedures:
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1. or for errors or omissions in a Shop Drawing or Sample.

E. Resubmittal Procedures:

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and in accordance with Subcontractor warranties, manufacturers and Suppliers warranties on equipment and material, and extended or special warranties and will not be defective for the correction period specified in 13.07. Owner and Engineer and ~~its~~ their officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

1. Contractor shall obtain and preserve for the benefit of the Owner:

- a. manufacturers' and Suppliers' written warranties and guarantees on equipment and material incorporated into the Work;
- b. written warranties and guarantees from each Subcontractor engaged in the performance of the Work; and

2. extended or special warranties.

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

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

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; ~~or~~
7. any correction of defective Work by Owner; or:-
8. any acceptance by Owner or any failure to do so.

D. Contractor shall prepare and execute a written general warranty and guarantee applicable to the Work reflecting the provisions of this Paragraph 6.19, Article 13 and other applicable provisions of the Contract Documents pertaining to warranties and guarantees, Subcontractor, manufacturers and Supplier warranties and guarantees, and extended or special warranties and guarantees. Contractor shall submit this written general warranty and guarantee in accordance with Article 14 and the General Requirements.

E. Provision of any warranties or guarantees:

1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and
2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

F. The warranty and guarantee provisions of this Paragraph 6.19 shall be in addition to and not in limitation of any other warranties, guarantees or remedies allowed by Law or the Contract Documents.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ~~(other than the Work itself)~~, including the loss of use resulting therefrom but only to the extent caused by any negligent or wrongful act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of ~~or the failure to prepare or approve~~ maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage ~~or~~
 3. caused by the negligent acts, errors or omissions of any of them.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. ~~The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

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

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and

Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~14 days) after the start of the event giving rise thereto. Failure to comply with this notice requirement shall constitute a waiver of the Claim. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

G. Contractor shall not have the right to stop performance of the Work pending resolution of a Claim.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the

Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
- ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
- ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be ~~15~~ 10 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ~~15-10~~ percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the Work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, acts of war or terrorism, or acts of God (force majeure).

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of war or terrorism, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Except as provided in 13.03.B above and where responsibility for a specific inspection or test is expressly allocated to Owner in the Specifications or by Laws and Regulations, Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense. ~~unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.~~

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor and may be deducted from amounts otherwise due the Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and the terms of this Paragraph 13.07 will continue to apply.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, or immediately in the case of an emergency, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens and provides an indemnity satisfactory to Owner for all claims, costs, losses and damages arising out of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended including liability for liquidated damages and correction of defective work by Owner or others; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use and final testing has been completed in accordance with the General Requirements, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor in the Punchlist as incomplete) using the Notice of Substantial Completion form included in the Contract Documents, submit the Contractor's written general warranty and guarantee per Paragraph 6.19.D., and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion using the Certificate of Substantial Completion included in the Contract Documents. There shall be attached to the certificate a Punch List (tentative list of items to be completed or corrected before final payment). Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised Punch List (tentative list of items to be completed or corrected)) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, warranties, updated Contractor's written general warranty and guarantee per Paragraph 6.19.D if modified, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, and Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.09), Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's ~~persistent~~ failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
or:
 5. Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any Laws and Regulations in effect at such time relating to the bankruptcy or insolvency; or
 6. a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any Laws and Regulations in effect at the time relating to bankruptcy or insolvency; or
 7. Contractor makes a general assignment for the benefit of creditors; or

8. a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors; or

9. Contractor admits in writing its inability to pay its debts generally as they become due.

- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process. ~~3. or~~
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

END OF SECTION

This page intentionally left blank

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

GENERAL

The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto. Additional terms used in this Section have the meanings stated below, which are applicable to both the singular and plural thereof.

This Section may include certain provisions required by Laws and Regulations, but does not represent or reflect all applicable provisions and policies or Laws and Regulations, and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.

SC-1.01 *Defined Terms*

Add the following to A.15 *Contractor*:

Also referred to as "General Contractor" or "general Contractor" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

Add the following to A.29. *Owner*:

Also referred to as "Awarding Authority", "awarding authority", "Contracting Authority" or "contracting authority" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

Add the following new definitions to Paragraph 1.01.B.

6. *material or Material* -- shall include "any article, assembly, system, included in the Work, or any component part thereof" regarding items equal to those specified in accordance with statutory requirements.

SC- 2.01 *Delivery of Bonds and Evidence of Insurance*

Replace Paragraph 2.01.B. with the following:

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

SC-2.03 *Commencement of Contract Times; Notice to Proceed*

In Paragraph 2.03.A., delete the last sentence in its entirety.

SUPPLEMENTARY CONDITIONS

SC-3.02 *Reference Standards*

In subparagraph 3.02.A.1., replace the phrase “in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids),” with:

“in effect and applicable at the time in question,”

SC 4.01 *Availability of Lands*

Pursuant to Paragraph 4.01.A., no easements and rights-of-way exist for the Project.

In Paragraph 4.01.A., delete the last sentence in its entirety.
Delete Paragraph 4.01.B. in its entirety.

SC-4.03 *Differing Subsurface or Physical Conditions*

Delete subparagraph 4.03.C.3. in its entirety.

SC-4.04 *Underground Facilities*

In subparagraph 4.04.B.2., delete the last sentence in its entirety.

SC 4.05 *Reference Points*

Pursuant to Paragraph 4.05.A., surveys exist for the Project and are reflected on the Drawings.

SC-4.06 *Hazardous Environmental Conditions at Site*

Pursuant to Paragraph 4.06.A.,

1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. NONE
2. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. NONE

In Paragraph 4.06.D., delete the last sentence in its entirety.

In Paragraph 4.06.E., delete the last sentence in its entirety.

In Paragraph 4.06.F., delete the second sentence in its entirety.

In Paragraph 4.06.G., replace the language in its entirety with “(Not used)”.

In Paragraph 4.06.H., delete the last sentence in its entirety.

SC-5.03 *Certificates of Insurance*

In Paragraph 5.03.B., replace the language in its entirety with “(Not used)”.

SC-5.04 Contractor’s Insurance

In subparagraph 5.04.B.1., line 1, replace “5.04.A.6 inclusive” with “5.04.A.7 inclusive”.

In subparagraph 5.04.B.4. line 2, delete the words “materially changed” per Massachusetts insurance Laws.

Replace Paragraph 5.04.B.6., in its entirety with the following:

6. include products and completed operations coverage:
 - a. Such insurance shall remain in effect for **six years** after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and annually for **five years** thereafter.

In Paragraph 5.04.B., add the following new subparagraph.

7. All coverage shall be written on an occurrence basis.

In Paragraph 5.04.C.1, replace “Employer’s Liability \$1,000,000” with the following.

Employer’s Liability:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease – policy limit
\$1,000,000 Bodily Injury by Disease – each employee

In Paragraph 5.04.C.2,

Insert the following as the third bullet item.

- Premises-Operations

Insert the following at the end of Excess or Umbrella Liability.

and \$5,000,000 products and completed operations aggregate. Coverage shall be excess to the Contractor’s General Liability, Auto Liability, and Employers Liability coverages.

In Paragraph 5.04.C.3. after “property damage, insert “each accident”.

SC-5.06 Property Insurance

In Paragraph C, line 3, delete the words “or materially changed” per Massachusetts Insurance Laws.

Replace Paragraph 5.06.D in its entirety, with the following:

- D. The risk of loss within any identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.

SC-5.07 Waiver of Rights

In Paragraph 5.07.A., delete the second, third, and fourth sentences in their entirety. Delete Paragraphs 5.07.B. and 5.07.C. in their entirety.

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

At the end of the Article heading, insert “(Not Used)” and delete Paragraph 5.09.A. in its entirety.

SC-5.10 Partial Utilization, Acknowledgment of Property Insurer

In the Article heading, delete the words “Acknowledgment of Property Insurer”, and replace Paragraph 5.10.A. in its entirety with the following.

- A. Owner may occupy or use a portion of the Work prior to Substantial Completion.

SC-6.02 Labor; Working Hours

Pursuant to Paragraph 6.02.B., regular working hours for this Project are 7:30 a.m. to 5:00 p.m., Monday through Friday as regulated by the Town’s noise bylaw. The Contractor may apply to the Select Board for a variance if necessary.

SC-6.05 Substitutes and “Or-Equals”

In Paragraph 6.05.A., add the following language at the end of the Paragraph.

“, and in accordance with MGL Chapter 30, Section 39M (b)”

SC-6.06 Concerning Subcontractors, Suppliers, and Others

In Paragraph 6.06.F., add the following language at the beginning of the Paragraph.

“Except as required by and indicated in the Specifications and Contract Documents pursuant to MGL Chapter 149, Section 44F (if applicable to the Project),”

SC-6.07 *Patent Fees and Royalties*

In Paragraph 6.07.A., delete the second sentence in its entirety.

In Paragraph 6.07.B., replace the language in its entirety with “(Not used)”.

SC-6.09 *Laws and Regulations*

Pursuant to Paragraph 6.09, the Contractor shall comply with additional requirements included in Sections 00810 and 00830.

In Paragraph 6.09.C., delete the last sentence in its entirety.

SC-6.10 *Taxes*

Add the following new Paragraph after Paragraph 6.10.A.

- B. Owner is exempt from payment of Commonwealth of Massachusetts sales taxes on building materials and supplies to be used in the Work.
 1. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.
 2. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchases of building materials and supplies.

SC-6.13 *Safety and Protection*

Add the following immediately after Paragraph 6.13.B.

1. Contractor shall comply with the following minimum requirements and is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.
 - Code of Federal Regulations, Chapter XVII-Occupational Safety and Health Administration (OSHA), Department of Labor, Title 29, Part 1926, Safety and Health Regulations for Construction
 - Hazard Communication Standard 1910.1200 regulated by OSHA, including providing and maintaining Safety Data Sheets, labeling

- of hazardous substances, and providing required protective equipment and training and instruction to personnel on the Site including Owner and Engineer's personnel
- OSHA General Industry 1910.146: Permit Required Confined Space Entry
 - ANSI/ASSE A10 series of safety construction standards including the "Manual of Accident Prevention In Construction" published by The Associated General Contractors of America
 - AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to protection of personnel and equipment under electric lines and construction equipment clearances at overhead electric lines especially during operations using large vehicles
2. Pursuant to *MGL Chapter 30, Section 39S*, all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. Any employee found on a Work Site subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.
3. This Project is also subject to the following.
- MGL Chapter 82, *The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, And Specific Repairs Thereon, Section 40*
Section 40 Definitions
Section 40A Excavations; notice
Section 40B Designation of location of underground facilities
Section 40C Excavator's responsibility to maintain designation markings; damage caused by excavator
Section 40D Local laws requiring excavation permits; public ways
 - MGL Chapter 82A, *Excavation and Trench Safety*
Section 1 Unattended open trenches; safety hazards; rules and regulations; fines
Section 2 Trench excavating permits; permits issued by board or officer; certificate of insurance; fees
Section 3 Form of trench excavation permits; required statements
Section 4 Definitions
Section 5 Additional requirements
 - MGL Chapter 149

Section 6C Health and safety of general public and asbestos workers; rules and regulations

Section 18A Sanitary and safety conditions; tools

Section 18B Confined spaces; ventilation

Section 18C Power transmission equipment

Section 18D Ropes, hooks and cranes; use and operation

Section 18E Safety precautions in dangerous undertakings

Section 18F Explosives

Section 18G Industrial truck and internal combustion equipment

Section 129A Shoring Trenches for local governments

- Massachusetts Department of Labor and Industries, Division of Occupational Safety (Chapter 454 CMR 10.00 et seq.)
- Massachusetts Department of Public Safety “*Excavation and Trench Safety*” (Chapter 520 CMR 14.00 et seq.)

In Paragraph 6.13.E., fourth sentence, insert a period after the word “Contractor” and delete the remaining language in parenthesis in its entirety.

SC-7.01 *Related Work at Site*

In subparagraph 7.01.A.1., delete the word “and” and insert a period. Delete subparagraph 7.01.A.2. in its entirety.

Pursuant to Paragraph 7.01, Owner has not and does not intend to separately contract for other work on the Project at the Site.

SC-7.02 *Coordination*

At the end of the Article heading, insert “(Not Used)” and delete Paragraphs 7.02.A. and 7.02.B. in their entirety.

SC-8.07 *Change Orders*

At the end of the Article heading, insert “(Not Used)” and delete Paragraph 8.07.A. in its entirety.

SC-9.03 *Project Representative*

In Paragraph 9.03.A., delete the last sentence in its entirety.

Add the following new Paragraph.

- B. The Resident Project Representative (RPR) if provided, or the Engineer’s Construction Project Manager will be Engineer's employee or agent, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors

shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the Progress Schedule, schedule of Shop Drawing and Samples submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
2. *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.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, to 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.
4. *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.
5. *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.
6. *Modifications:*
 - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer.
 - b. Transmit to Contractor in writing, decisions as issued by Engineer.
7. *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 will not produce a completed Project

SUPPLEMENTARY CONDITIONS

00 73 00-8

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.

8. *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.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of Contractor, Subcontractors, and major Suppliers.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish periodic reports to Engineer 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, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition or conditions that may impede the compliant operation of existing facilities on Site.

11. *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.

12. *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 Specifications 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.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of the Punch List (lists of items to be completed or corrected).
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final Punch List (list of items to be completed and deficiencies to be remedied).
- c. Observe whether all items on the final Punch List have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

F. The RPR or Engineer's Construction Project Manager 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 unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over 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 or determine operational protocol that may affect the compliant operation of existing facilities.

SC-9.04 *Authorized Variations in Work*

In Paragraph 9.04.A, delete the last sentence in its entirety.

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

In Paragraph 9.08.C., insert a period after the word “Contractor” and delete the remaining language in its entirety.

SC-10.03 *Execution of Change Orders*

At the end of subparagraph 10.03.A.1., insert the word “and”.
At the end of subparagraph 10.03.A.2., delete the word “and”.
Delete subparagraph 10.03.A.3. in its entirety.

SC-11.01 *Cost of the Work*

In subparagraph 11.01.A.5., item a., replace the language in its entirety with “(Not used)” and in item b., replace the language in its entirety with “(Not used)”.
Delete items d, e, f, g, and h in their entirety.

SC-11.02 *Allowances*

At the end of the Article heading, insert “(Not Used)” and delete Paragraphs 11.02.A., B., C., and D. in their entirety.

SC-12.01 *Change of Contract Price*

In subparagraph 12.01.B.3., delete the words “(determined as provided in Paragraph 12.01.C.)” at the end of the sentence.

In subparagraph 12.01.C.1, delete the word “or”. Delete subparagraph 12.01.C.2 in its entirety (including items a through f).

SC-12.03 *Delays*

In Paragraph 12.03.B., replace the language in its entirety with “(Not used)”. Add the following new Paragraphs 12.03.F and 12.03.G.

- F. In the event of delays caused by or within the control of the Owner, the Contractor’s sole remedy shall be an extension of Contract Times. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall not be eligible for any increase in the Contract Price on account of any delay in the Work, no matter by whom such delay is caused, and Contractor shall make no Claim for such an increase, whether such Claim is styled as a Claim for delay damages, acceleration of Work, loss of production, or otherwise, except as provided by MGL Chapter 30, Section 39O in the case of certain written orders by the Owner.

- G. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.

SC-13.01 *Notice of Defects*

In Paragraph 13.01.A., replace “Prompt notice” with “Notice”.

SC-13.04 *Uncovering Work*

Delete Paragraph 13.04.D. in its entirety.

SC-13.08 *Acceptance of Defective Work*

In Paragraph 13.08.A., delete the last sentence in its entirety.

SC-13.09 *Owner May Correct Defective Work*

In Paragraph 13.09.C., delete the second sentence in its entirety.

SC-14.02 *Progress Payments*

In subparagraph 14.02.A.1, replace the first phrase (“At least. . . once a month),”) with the following.

“On a monthly basis and in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable,”

Replace subparagraph 14.02.A.3 in its entirety with the following.

3. Retainage shall be in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

Replace subparagraph 14.02.C.1 in its entirety with the following.

1. Payment shall be made in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

In subparagraph 14.02.D.2., delete the word “immediate” in line 2 and delete the word “promptly” in line 3.

Delete subparagraph 14.02.D.3. in its entirety.

SC-14.04 *Substantial Completion*

In Paragraph 14.04.C.,

Third sentence, replace the words “shall have seven days after receipt of” with “shall review” and replace “during which to” with “and”.

Fourth sentence, delete the words “within 14 days after submission of the tentative certificate to Owner,” in their entirety.

Fifth sentence, delete the words “within said 14 days,” in their entirety.

SC-14.05 *Partial Utilization*

At the end of Paragraph 14.05.A, delete the words “, subject to the following conditions:”.

In subparagraph 14.05.A.1., replace the language in its entirety with “(Not used)”.

In subparagraph 14.05.A.2., replace the language in its entirety with “(Not used)”.

In subparagraph 14.05.A.3., delete the words “Within a reasonable time after either such request,” in their entirety.

SC-14.07 *Final Payment*

Pursuant to Paragraph 14.07.A.2.a., documentation shall include Certificate(s) of Occupancy required for building(s).

In subparagraph 14.07.B.1., line 5, delete the words “within ten days after receipt of the final Application for Payment,”.

Replace subparagraph 14.07.C.1. in its entirety with the following.

9. Final payment shall be made in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

SC-14.09 *Waiver of Claims*

In subparagraph 14.09.A.1., replace the language in its entirety with “(Not used)”.

SC-15.01 *Owner May Suspend Work*

Replace Paragraph 15.01.A in its entirety with the following.

- A. Owner may suspend the Work or any portion thereof in accordance with MGL Chapter 30, Section 39O.

SC-15.03 *Owner May Terminate For Convenience*

In subparagraph 15.03.A.1., replace “including fair and reasonable sums for overhead and profit on such Work” with the word “and”.

In subparagraph 15.03.A.2., insert a period after the word “Work”, and delete the words “plus fair and reasonable sums for overhead and profit on such expenses” in their entirety.

Delete subparagraphs 15.03.A.3. and 15.03.A.4. in their entirety.

SC-15.04 *Contractor May Stop Work or Terminate*

In Paragraph 15.04.B., delete the last sentence in its entirety.

SC-16 *Dispute Resolution*

After the Article heading, insert the words “(Not Used)”.

Delete Paragraph 16.01 in its entirety.

END OF SECTION

SECTION 00 73 73.13

STATE STATUTES AND REGULATIONS
COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Proprietary Specifications
4. Substitutions and “Or Equals” – Contractor’s Expense
5. Subcontracting
6. Permits
7. Massachusetts Sales and Use Tax
8. Contractor Records
9. Engineer’s Decisions on Requirements of Contract Documents and Acceptability of Work
10. Change of Contract Price
11. Payments
12. Suspension of Work and Termination
13. Special Requirements for Hazardous Wastes Contracts
14. Labor Classification and Prevailing Wage Rates
15. Contractor’s Surety

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
3. DEP Community Sound Level Criteria
4. OSHA 10 Hour Certification Requirements

ATTACHMENT A (See Section 00 73 73.23)

Prevailing Wage Rates, as required by Massachusetts General Law, Chapter 149, Section 26 to 27H, as amended.

ATTACHMENT B (See Section 00 73 73.33)

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT C (see Section 00 73 73.43)

The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

ATTACHMENT D (See Section 00 73 73.53)

Change Orders

ATTACHMENT E (See Section 00 73 73.73)

Price Adjustments

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "Awarding Authority," as used herein, shall be considered to be synonymous with the term "Owner," described in definition 1.01 A.30.

Delete definition 1.01 A.42 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law (MGL) c. 30, §39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 5.04A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with MGL c. 30, §39N."

3. Proprietary Specifications

Revise the third sentence of Paragraph 7.05A of the General Conditions to read as follows:

“Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below, and in accordance with MGL c. 30, §39M.”

4. Substitutions and “Or Equals” – Contractor’s Expense

Insert the following at the beginning of Paragraphs 7.05B and 7.06E of the General Conditions:

“Except as required by and indicated in the specifications and contract documents pursuant to MGL. c. 149, §44F,”.

5. Subcontracting

Add the following language at the end of paragraph 7.06J of the General Conditions:

", except as required otherwise by MGL c. 149, §44F, for Work governed by MGL c. 149, §44A through 44H.”

6. Permits

Delete paragraph 7.09A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00 31 43 PERMITS, the Awarding Authority shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. Contractor shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the Awarding Authority. These permit fees shall be paid by Contractor. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

7. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 7.10A of the General Conditions:

"B. The materials and supplies to be used by the Contractor in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority tax exemption certificate number will be furnished to the Contractor."

8. Contractor Records

Add a new paragraph immediately after paragraph 7.11C of the General Conditions, which is to read as follows:

"D. The Contractor shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, Contractor's records."

9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work

Add the following language at the end of paragraph 10.06A of the General Conditions:

"The Engineer's interpretation will be made in accordance with the requirements of MGL c. 30, §39P."

10. Change of Contract Price

Delete paragraphs 11.07, 13.01, 13.02 and 13.03 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Section 00 73 73.53 (Attachment D) and Article 13 in the Supplementary Conditions.

11. Payments

Add the following paragraph after Paragraph 15.01B.4 of the General Conditions:

"5. The Contractor shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL c. 149, §26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

Delete paragraph 15.01C.1 of the General Conditions in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Delete paragraph 15.01D.1 of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Add the following new paragraph following paragraph 15.01D.1 of the General Conditions:

"2. The Contractor shall make payments to Subcontractors in accordance with the requirements of MGL c. 30, §39F."

Delete paragraph 15.06B of the General Conditions in its entirety and insert the following in its place:

"Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of the Engineer's observation of the Work during construction and final inspection and, upon the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing its recommendation of payment and present the Application to the Awarding Authority for payment. Thereupon the Engineer will give written notice to the Awarding Authority and the Contractor that the Work is acceptable subject to the provisions of paragraph 15.07. Otherwise, the Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment. In such case the Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the Awarding Authority shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the Contractor."

Delete paragraph 15.06E of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

12. Suspension of Work and Termination

Delete paragraph 16.01A of the General Conditions in its entirety and insert the following in its place:

"A. The Awarding Authority may order, at any time and without cause, the Contractor to suspend or delay the Work in accordance with MGL c. 30, §39O."

13. Special Requirements for Hazardous Wastes Contracts

Add the following at the end of the first sentence of Paragraph 18.14 of the General Conditions:

“, and to the “Rules and Regulations for the Prevention of Accidents in Construction Operations Chapter 454 CMR (Code of Massachusetts Regulations) 10.00 et seq.”

14. Labor Classifications and Prevailing Wage Rates

Add the following paragraphs under the heading "Prevailing Wage Rates" after paragraph 18.14 of the Supplementary Conditions:

"18.15 Prevailing Wage Rates

- A. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of MGL c. 149, §26-27H apply to this project. A copy of the wage schedule is included in Section 00 73 73.23. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Director. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Awarding Authority of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the Awarding Authority to obtain approved rates for such trades or occupations.
- B. The schedule of wages referred to above are minimum rates only, and the Awarding Authority will not consider any claims for additional compensation made by Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in the Contract.
- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated prevailing wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. Contractor and subcontractors shall submit a copy of weekly payroll records to the Awarding Authority and the Awarding Authority shall retain the records for a minimum of three years."

15. Contractor's Surety

Add the following sentences at the end of paragraph 6.01A:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The Contractor shall pay the premiums for such Bonds."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be

required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program.

The Contractor shall abide by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, which is attached in its entirety on pages 00 73 73.43.

3. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the Awarding Authority's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.
- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

4. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

ATTACHMENT A
SECTION 00 73 73.23

PREVAILING WAGE RATES



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates**

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Nantucket **City/Town:** NANTUCKET
Contract Number:
Description of Work: Field expansion and site improvements
Job Location: 7 Nobadeer Farm Road, Nantucket, MA 02554

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)							
ASPHALT RAKER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98
BRICKLAYERS LOCAL 3 (NEW BEDFORD)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.78	\$12.84	\$15.57	\$8.02	\$0.00	\$72.21
2	60.00	\$42.93	\$12.84	\$15.57	\$8.02	\$0.00	\$79.36
3	70.00	\$50.09	\$12.84	\$15.57	\$8.02	\$0.00	\$86.52
4	80.00	\$57.24	\$12.84	\$15.57	\$8.02	\$0.00	\$93.67
5	90.00	\$64.40	\$12.84	\$15.57	\$8.02	\$0.00	\$100.83
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	\$62.19	\$10.58	\$11.47	\$8.50	\$0.00	\$92.74
CARPENTERS	9/1/2026	\$63.69	\$10.58	\$11.47	\$8.50	\$0.00	\$94.24
CARPENTERS -ZONE 1 (Metro Boston)	3/1/2027	\$65.19	\$10.58	\$11.47	\$8.50	\$0.00	\$95.74

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
2	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
3	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
4	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
5	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
6	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
7	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07
8	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
2	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
3	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
4	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
5	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
6	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
7	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27
8	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
2	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
3	65.00	\$18.51	\$7.38	\$0.00	\$1.00	\$0.00	\$26.89
4	70.00	\$19.93	\$7.38	\$0.00	\$1.00	\$0.00	\$28.31
5	75.00	\$21.35	\$7.38	\$3.80	\$1.00	\$0.00	\$33.53
6	80.00	\$22.78	\$7.38	\$3.80	\$1.00	\$0.00	\$34.96
7	85.00	\$24.20	\$7.38	\$3.80	\$1.00	\$0.00	\$36.38
8	90.00	\$25.62	\$7.38	\$3.80	\$1.00	\$0.00	\$37.80

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
Plasterers and Cement Masons - Zone 1	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.97	\$13.35	\$16.43	\$0.00	\$0.00	\$57.75
2	60.00	\$33.56	\$13.35	\$16.43	\$7.78	\$1.80	\$72.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
Apprentice: CEMENT MASONRY/PLASTERING Effective Date: 1/1/2027 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>3</td><td>65.00</td><td>\$36.36</td><td>\$13.35</td><td>\$16.43</td><td>\$7.78</td><td>\$1.80</td><td>\$75.72</td></tr><tr><td>4</td><td>70.00</td><td>\$39.16</td><td>\$13.35</td><td>\$16.43</td><td>\$7.78</td><td>\$1.80</td><td>\$78.52</td></tr><tr><td>5</td><td>75.00</td><td>\$41.96</td><td>\$13.35</td><td>\$16.43</td><td>\$7.78</td><td>\$1.80</td><td>\$81.32</td></tr><tr><td>6</td><td>80.00</td><td>\$44.75</td><td>\$13.35</td><td>\$16.43</td><td>\$7.78</td><td>\$1.80</td><td>\$84.11</td></tr><tr><td>7</td><td>90.00</td><td>\$50.35</td><td>\$0.00</td><td>\$16.43</td><td>\$0.00</td><td>\$0.00</td><td>\$66.78</td></tr></tbody></table> Apprentice to Journeyworker Ratio: 1:5								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72	4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52	5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32	6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11	7	90.00	\$50.35	\$0.00	\$16.43	\$0.00	\$0.00	\$66.78																								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72																																																																								
4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52																																																																								
5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32																																																																								
6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11																																																																								
7	90.00	\$50.35	\$0.00	\$16.43	\$0.00	\$0.00	\$66.78																																																																								
CHAIN SAW OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67																																																																								
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11																																																																								
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56																																																																								
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01																																																																								
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51																																																																								
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01																																																																								
For apprentice rates see "Apprentice- LABORER"																																																																															
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26																																																																								
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74																																																																								
OPERATING ENGINEERS LOCAL 4																																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																															
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28																																																																								
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23																																																																								
OPERATING ENGINEERS LOCAL 4																																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																															
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51																																																																								
PAINTERS LOCAL 35																																																																															
PAINTERS LOCAL 35 - ZONE 2																																																																															
Apprentice: DELEADER (BRIDGE) Effective Date: 1/1/2026 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>50.00</td><td>\$29.78</td><td>\$10.35</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$40.13</td></tr><tr><td>2</td><td>55.00</td><td>\$32.76</td><td>\$10.35</td><td>\$0.00</td><td>\$6.93</td><td>\$0.00</td><td>\$50.04</td></tr><tr><td>3</td><td>60.00</td><td>\$35.74</td><td>\$10.35</td><td>\$0.00</td><td>\$7.56</td><td>\$0.00</td><td>\$53.65</td></tr><tr><td>4</td><td>65.00</td><td>\$38.71</td><td>\$10.35</td><td>\$0.00</td><td>\$8.19</td><td>\$0.00</td><td>\$57.25</td></tr><tr><td>5</td><td>70.00</td><td>\$41.69</td><td>\$10.35</td><td>\$12.00</td><td>\$8.82</td><td>\$0.00</td><td>\$72.86</td></tr><tr><td>6</td><td>75.00</td><td>\$44.67</td><td>\$10.35</td><td>\$12.00</td><td>\$9.45</td><td>\$0.00</td><td>\$76.47</td></tr><tr><td>7</td><td>80.00</td><td>\$47.65</td><td>\$10.35</td><td>\$12.00</td><td>\$10.08</td><td>\$0.00</td><td>\$80.08</td></tr><tr><td>8</td><td>90.00</td><td>\$53.60</td><td>\$10.35</td><td>\$12.00</td><td>\$11.34</td><td>\$0.00</td><td>\$87.29</td></tr></tbody></table> Apprentice to Journeyworker Ratio: 1:1								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13	2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04	3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65	4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25	5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86	6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47	7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08	8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13																																																																								
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04																																																																								
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65																																																																								
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25																																																																								
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86																																																																								
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47																																																																								
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08																																																																								
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29																																																																								
DEMO: ADZEMAN	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60																																																																								

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							

Apprentice: ELECTRICIAN**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.90	\$12.25	\$0.63	\$0.00	\$0.00	\$33.78
2	45.00	\$23.51	\$12.25	\$0.71	\$0.00	\$0.00	\$36.47
3	50.00	\$26.13	\$12.25	\$0.78	\$0.00	\$0.00	\$39.16
4	55.00	\$28.74	\$12.25	\$6.61	\$2.50	\$0.00	\$50.10
5	60.00	\$31.35	\$12.25	\$7.21	\$2.50	\$0.00	\$53.31
6	65.00	\$33.96	\$12.25	\$7.82	\$2.50	\$0.00	\$56.53
7	70.00	\$36.58	\$12.25	\$8.41	\$2.50	\$0.00	\$59.74
8	75.00	\$39.19	\$12.25	\$9.02	\$2.50	\$0.00	\$62.96

Apprentice: ELECTRICIAN**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.89	\$12.50	\$0.66	\$0.00	\$0.00	\$35.05
2	45.00	\$24.62	\$12.50	\$0.74	\$0.00	\$0.00	\$37.86
3	50.00	\$27.36	\$12.50	\$0.82	\$0.00	\$0.00	\$40.68
4	55.00	\$30.10	\$12.50	\$6.92	\$2.75	\$0.00	\$52.27
5	60.00	\$32.83	\$12.50	\$7.54	\$2.75	\$0.00	\$55.62

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN Effective Date: 9/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	65.00	\$35.57	\$12.50	\$8.18	\$2.75	\$0.00	\$59.00
7	70.00	\$38.30	\$12.50	\$8.81	\$2.75	\$0.00	\$62.36
8	75.00	\$41.04	\$12.50	\$9.43	\$2.75	\$0.00	\$65.72
Apprentice to Journeyworker Ratio: 2:3							
ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2027							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
/ COMMISSIONING	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
2	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
3	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
4	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
5	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
6	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
7	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
8	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
Apprentice Notes Steps are 750 hrs.							
Apprentice to Journeyworker Ratio: 1:1							
FORK LIFT/CHERRY PICKER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	6/1/2026	\$44.73	\$11.20	\$8.40	\$6.05	\$0.00	\$70.38
GLAZIERS LOCAL 1333	6/1/2027	\$46.73	\$11.60	\$8.55	\$6.60	\$0.00	\$73.48
GLAZIERS LOCAL 1333	6/1/2028	\$48.73	\$12.00	\$8.70	\$7.20	\$0.00	\$76.63
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 6/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.37	\$11.60	\$8.55	\$6.60	\$0.00	\$50.12
2	56.25	\$26.29	\$11.60	\$8.55	\$6.60	\$0.00	\$53.04
3	62.50	\$29.21	\$11.60	\$8.55	\$6.60	\$0.00	\$55.96
4	68.75	\$32.13	\$11.60	\$8.55	\$6.60	\$0.00	\$58.88
5	75.00	\$35.05	\$11.60	\$8.55	\$6.60	\$0.00	\$61.80
6	81.25	\$37.97	\$11.60	\$8.55	\$6.60	\$0.00	\$64.72
7	87.50	\$40.89	\$11.60	\$8.55	\$6.60	\$0.00	\$67.64
8	93.75	\$43.81	\$11.60	\$8.55	\$6.60	\$0.00	\$70.56

Apprentice to Journeyworker Ratio: 3:1

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.46	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46
2	60.00	\$36.50	\$17.05	\$13.35	\$3.25	\$0.00	\$70.15
3	65.00	\$39.54	\$17.05	\$13.35	\$3.25	\$0.00	\$73.19
4	70.00	\$42.58	\$17.05	\$13.35	\$3.25	\$0.00	\$76.23
5	75.00	\$45.62	\$17.05	\$13.35	\$3.25	\$0.00	\$79.27
6	80.00	\$48.66	\$17.05	\$13.35	\$3.25	\$0.00	\$82.31
7	85.00	\$51.71	\$17.05	\$13.35	\$3.25	\$0.00	\$85.36
8	90.00	\$54.75	\$17.05	\$13.35	\$3.25	\$0.00	\$88.40

Apprentice to Journeyworker Ratio: 1:6

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14
Apprentice to Journeyworker Ratio: 1:4							

IRONWORKER/WELDER	3/16/2021	\$42.46	\$7.70	\$12.10	\$5.00	\$0.00	\$67.26
IRONWORKERS LOCAL 37							
IRONWORKERS LOCAL 37							

Apprentice: IRONWORKER/WELDER							
Effective Date: 3/16/2021							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$29.72	\$7.70	\$12.10	\$5.00	\$0.00	\$54.52
2	75.00	\$31.85	\$7.70	\$12.10	\$5.00	\$0.00	\$56.65
3	80.00	\$33.97	\$7.70	\$12.10	\$5.00	\$0.00	\$58.77
4	85.00	\$36.09	\$7.70	\$12.10	\$5.00	\$0.00	\$60.89
5	90.00	\$38.21	\$7.70	\$12.10	\$5.00	\$0.00	\$63.01
6	95.00	\$40.34	\$7.70	\$12.10	\$5.00	\$0.00	\$65.14
Apprentice to Journeyworker Ratio: 1:4							

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.11	\$0.00	\$54.76
2	70.00	\$29.16	\$10.90	\$9.75	\$9.11	\$0.00	\$58.92
3	80.00	\$33.33	\$10.90	\$9.75	\$9.11	\$0.00	\$63.09
4	90.00	\$37.49	\$10.90	\$9.75	\$9.11	\$0.00	\$67.25
Apprentice: LABORER Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.11	\$0.00	\$55.62
2	70.00	\$30.17	\$10.90	\$9.75	\$9.11	\$0.00	\$59.93
3	80.00	\$34.48	\$10.90	\$9.75	\$9.11	\$0.00	\$64.24
4	90.00	\$38.79	\$10.90	\$9.75	\$9.11	\$0.00	\$68.55
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.21	\$0.00	\$54.86
2	70.00	\$29.16	\$10.90	\$9.75	\$9.21	\$0.00	\$59.02
3	80.00	\$33.33	\$10.90	\$9.75	\$9.21	\$0.00	\$63.19
4	90.00	\$37.49	\$10.90	\$9.75	\$9.10	\$0.00	\$67.24
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.21	\$0.00	\$55.72
2	70.00	\$30.17	\$10.90	\$9.75	\$9.21	\$0.00	\$60.03
3	80.00	\$34.48	\$10.90	\$9.75	\$9.21	\$0.00	\$64.34
4	90.00	\$38.79	\$10.90	\$9.75	\$9.21	\$0.00	\$68.65
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 2	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	6/1/2026	\$41.75	\$10.90	\$9.75	\$9.65	\$0.00	\$72.05
	12/7/2026	\$43.19	\$10.90	\$9.75	\$9.65	\$0.00	\$73.49
	6/7/2027	\$44.64	\$10.90	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.09	\$10.90	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.59	\$10.90	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.09	\$10.90	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 2	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

MARBLE & TILE FINISHERS	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 8/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 2/1/2027**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.48	\$12.84	\$15.57	\$5.78	\$0.00	\$61.67
2	60.00	\$32.98	\$12.84	\$15.57	\$5.78	\$0.00	\$67.17
3	70.00	\$38.47	\$12.84	\$15.57	\$5.78	\$0.00	\$72.66
4	80.00	\$43.97	\$12.84	\$15.57	\$5.78	\$0.00	\$78.16
5	90.00	\$49.46	\$12.84	\$15.57	\$5.78	\$0.00	\$83.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH**Effective Date: 8/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.79	\$12.84	\$15.57	\$7.99	\$0.00	\$72.19
2	60.00	\$42.94	\$12.84	\$15.57	\$7.99	\$0.00	\$79.34
3	70.00	\$50.10	\$12.84	\$15.57	\$7.99	\$0.00	\$86.50
4	80.00	\$57.26	\$12.84	\$15.57	\$7.99	\$0.00	\$93.66
5	90.00	\$64.41	\$12.84	\$15.57	\$7.99	\$0.00	\$100.81
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							
Apprentice: MILLWRIGHT (Zone 2) Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38
Apprentice Notes Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MORTAR MIXER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, NEW) * Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							
Apprentice: PAINTER / TAPER (BRUSH, REPAINT) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS							
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10							
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)							
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER							
PILE DRIVER LOCAL 56	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47
Apprentice to Journeyworker Ratio: 1:5							
PIPELAYER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 8/25/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.10	\$10.15	\$2.50	\$0.00	\$0.00	\$34.75
2	50.00	\$27.62	\$10.15	\$2.50	\$0.00	\$0.00	\$40.27
3	60.00	\$33.14	\$10.15	\$8.40	\$0.50	\$0.00	\$52.19
4	70.00	\$38.67	\$10.15	\$13.44	\$0.80	\$0.00	\$63.06
5	80.00	\$44.19	\$10.15	\$16.80	\$1.00	\$0.00	\$72.14
Apprentice to Journeyworker Ratio: 1:3							
PNEUMATIC CONTROLS (TEMP.)	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS							
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.11	\$0.00	\$72.42
LABORERS							
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.11	\$0.00	\$73.86
	6/1/2027	\$45.55	\$10.90	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.00	\$10.90	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.50	\$10.90	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.00	\$10.90	\$9.75	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.21	\$0.00	\$72.52
LABORERS							
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.21	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4							
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4							
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4							
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	8/1/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$0.00	\$45.81
TEAMSTERS 653							
TEAMSTERS 653 - Southeastern Concrete (Weymouth)							
RECLAIMERS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4							
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS							
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - B							

Apprentice: SHEETMETAL WORKER

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$17.97	\$15.25	\$4.27	\$0.00	\$1.09	\$38.58
2	45.00	\$20.22	\$15.25	\$4.80	\$0.00	\$1.17	\$41.44
3	50.00	\$22.47	\$15.25	\$12.56	\$0.00	\$1.45	\$51.73
4	55.00	\$24.71	\$15.25	\$12.56	\$0.00	\$1.52	\$54.04
5	60.00	\$26.96	\$15.25	\$12.56	\$3.69	\$1.64	\$60.10
6	65.00	\$29.20	\$15.25	\$12.56	\$4.00	\$1.71	\$62.72
7	70.00	\$31.45	\$15.25	\$12.56	\$4.31	\$1.78	\$65.35
8	75.00	\$33.70	\$15.25	\$12.56	\$4.61	\$1.86	\$67.98
9	80.00	\$35.94	\$15.25	\$12.56	\$4.92	\$1.93	\$70.60
10	85.00	\$38.19	\$15.25	\$12.56	\$5.23	\$2.00	\$73.23

Apprentice to Journeyworker Ratio: 1:4

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$64.85	\$13.45	\$7.45	\$18.25	\$0.00	\$104.00
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2							

Apprentice: SPRINKLER FITTER**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$22.70	\$13.45	\$13.84	\$0.00	\$0.00	\$49.99
2	0.00	\$25.94	\$13.45	\$14.75	\$0.00	\$0.00	\$54.14
3	0.00	\$29.18	\$13.45	\$15.67	\$0.00	\$0.00	\$58.30
4	0.00	\$32.43	\$13.45	\$16.57	\$0.00	\$0.00	\$62.45
5	0.00	\$35.67	\$13.45	\$17.49	\$0.00	\$0.00	\$66.61
6	0.00	\$38.91	\$13.45	\$18.40	\$0.00	\$0.00	\$70.76
7	0.00	\$42.15	\$13.45	\$19.32	\$0.00	\$0.00	\$74.92
8	0.00	\$45.40	\$13.45	\$20.22	\$0.00	\$0.00	\$79.07
9	0.00	\$48.64	\$13.45	\$21.15	\$0.00	\$0.00	\$83.24
10	0.00	\$51.88	\$13.45	\$22.05	\$0.00	\$0.00	\$87.38

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	9/1/2025	\$42.52	\$12.00	\$12.05	\$3.25	\$0.00	\$69.82
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$44.41	\$12.25	\$12.59	\$3.50	\$0.00	\$72.75
ELECTRICIANS LOCAL 223	9/1/2027	\$46.51	\$12.50	\$13.18	\$3.75	\$0.00	\$75.94
ELECTRICIANS LOCAL 223							

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

TERRAZZO FINISHERS	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Apprentice: TERRAZZO FINISHERS Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.25	\$12.84	\$15.57	\$8.02	\$0.00	\$71.68
2	60.00	\$42.29	\$12.84	\$15.57	\$8.02	\$0.00	\$78.72
3	70.00	\$49.34	\$12.84	\$15.57	\$8.02	\$0.00	\$85.77
4	80.00	\$56.39	\$12.84	\$15.57	\$8.02	\$0.00	\$92.82
5	90.00	\$63.44	\$12.84	\$15.57	\$8.02	\$0.00	\$99.87
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88
LABORERS (COMPRESSED AIR)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$64.98	\$10.90	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

SECTION 00 73 73.33
ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

***NOTICE** - These are **NOT** the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed before January 4, 2023. For laws enacted since that time, see the 2023 Session Laws.*

CERTAIN EXCERPTS FROM THE MASSACHUSETTS GENERAL LAWS ARE APPLICABLE TO CONSTRUCTION CONTRACTS. ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 149 AS AMENDED.

Section 25. LODGING, BOARD AND TRADE OF PUBLIC EMPLOYEES; STATUTE PART OF EMPLOYMENT CONTRACT.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A. CONTRACTS FOR PUBLIC WORKS; WORKERS' COMPENSATION INSURANCE; BREACH OF CONTRACT; ENFORCEMENT AND VIOLATION OF STATUTE.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons

ATTACHMENT B

00 73 73.33-1

to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. CONTRACTS FOR PUBLIC WORKS; WAGES FOR RESERVE POLICE OFFICER.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. FILING OF BIDS; FORMS; MODULAR BUILDINGS. Second paragraph of subdivision (2), clause E.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A."

For projects estimated to cost more than \$25,000, the following provision applies to sub-bidders:

Section 44F. PLANS AND SPECIFICATIONS; SUB-BIDS; FORM; CONTENTS. First paragraph of clause I of subdivision (2) of section 44F.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F."

Section 44G. ALLOWANCES; ALTERNATES; WEATHER PROTECTION DEVICES.

"(A) "Allowance" as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid

price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.”

Section 44J. INVITATIONS TO BID; NOTICE; CONTENTS; VIOLATIONS; PENALTY.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project, and on the COMMBUYS system administered by the operational services division. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district of municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a

political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. PRICE ADJUSTMENT CLAUSE IN CONTRACTS FOR ROAD, BRIDGE, WATER AND SEWER PROJECTS AWARDED UNDER SEC. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT; REDUCTION OF DISPUTED AMOUNTS.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has

received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor

and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g), and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction."

Section 39G. COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political

subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one percent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within

ATTACHMENT B

00 73 73.33-7

thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. DEVIATIONS FROM PLANS AND SPECIFICATIONS.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. PUBLIC CONSTRUCTION CONTRACTS; EFFECT OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town,

district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.”

Section 39K. PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five-days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as

ATTACHMENT B

00 73 73.33-9

required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS.

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth."

Section 39M. CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING.

"(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

“(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.”

Section 39N. CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING SUBSURFACE OR LATENT PHYSICAL CONDITIONS.

"Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Section 39O. CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment

in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.”

Section 39P. CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY’S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE.

"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."

Section 39Q. CONTRACTS FOR CAPITAL FACILITY CONSTRUCTION; CONTENTS; ANNUAL CLAIMS REPORT.

“(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing

officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim: the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document."

Section 39R. KEEPING AND MAINTAINING OF BOOKS, RECORDS AND ACCOUNTS; STATEMENT OF MANAGEMENT ON INTERNAL ACCOUNTING CONTROL; FINANCIAL STATEMENTS; ENFORCEMENT.

"(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit," when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an

opinion for stated reasons.

(6) "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary:

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate

action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b)."

Section 39S. CONTRACTS FOR CONSTRUCTION; REQUIREMENTS.

"(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) That he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in

violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.”

Section 40. DISCHARGE OR RELEASE OF BONDS.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 82 (THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON) OF THE GENERAL LAWS OF MASSACHUSETTS AS AMENDED TO DATE.

Section 40. DEFINITIONS APPLICABLE TO SECTIONS 40A TO 40E.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"Company", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, municipal traffic signal department, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"Description of excavation location", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Marking standards", the methods by which a company designates its facilities in accordance with standards established by the Common Ground Alliance and the American Public Works Association.

"Non-mechanical means", excavation using any device or tool manipulated by human power, including air vacuum, air blowing or similar methods of excavation designed to minimize direct contact with utilities.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Professional land surveyor", a professional land surveyor as defined in section 81D of chapter 112.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. EXCAVATIONS; NOTICE.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

Any professional land surveyor working on a preliminary design for a new facility or renovation where excavation is necessary shall: (i) Premark the proposed excavation; and (ii) provide initial notice to the system.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged."

Section 40B. DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES.

"Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator or professional land surveyor agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator or professional land surveyor has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator or professional land surveyor shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible. A company shall conduct periodic audits to ensure: (i) the accuracy of the designated location and marking of its facilities; and (ii) its adherence to marking standards."

Section 40C. EXCAVATOR'S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR.

"After a company has designated the location of its facilities at the location in accordance with section 40B, the

excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person."

Section 40D. LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS.

"Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A."

Section 40E. VIOLATIONS OF SECS. 40A TO 40E; PUNISHMENT.

"Any person or company found by the department of public utilities, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property. The department of public utilities may require any person or company not in compliance with sections 40A to 40E, inclusive, to complete a "Dig Safe" training program in lieu of a fine for a first offense. "

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 30 (AN ACT MOBILIZING ECONOMIC RECOVERY IN THE COMMONWEALTH) OF THE ACTS OF 2009.

Section 33.

"(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor

and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

SECTION 00 73 73.43

ATTACHMENT C

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM

I. Definitions

For purposes of this contract,

“Minority” means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

“State construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

“State assisted construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as “the Contractor”) for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative

action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from any one General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination:

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

X. Contractor's Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that they:
(Contractor Name)

1. Will not discriminate in their employment practices;
2. Intend to use the following listed construction trades in the work under the contract

_____ ; and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, regardless of tier, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Section entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Section by reference into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the proceeding paragraph.

ATTACHMENT D
SECTION 00 73 73.53

CHANGE ORDERS

Policy:

This section supplements Article 10, Changes in the Work, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 13 in the Supplementary

Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage

rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance:	Bodily injury; excess umbrella; property damage; public liability

Blasters insurance:	If applied to any required direct labor costs

Builders risk insurance:	If applied to any required direct labor costs

Experience modification insurance:	If applied to any required direct labor costs

Surcharges:	If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate, the following shall apply:
 - a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;

- b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

- 5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

Change Order
(Enter Project Name)
(Enter Location)

Sheet ___ of ___

Date _____

Project No. _____ SRF No. (if applicable) _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____Amount of Previous Change Orders \$ _____Net Change in Contract Price (this Change Order) \$ _____Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____
_____.This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date_____
Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

CHANGE ORDER (continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of

—
Date _____

Project No. _____ SRF No. (if applicable) _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>
			\$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip# enclosed)	<u>25.00</u>
	\$2,025.00

4. Equipment

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

SECTION 00 73 73.73

ATTACHMENT E

PRICE ADJUSTMENTS

ATTACHMENT E

PRICE ADJUSTMENTS FOR CERTAIN MATERIALS IN CONSTRUCTION PROJECTS MGL CHAPTER 30, SECTION 38A

On November 20, 2013, the Massachusetts Legislature passed a bill (Chapter 150 of the Acts of 2013) requiring that water and sewer projects bid under MGL Chapter 30 Section 39M include price adjustment clauses for **fuel** (both diesel and gasoline), **liquid asphalt** and **portland cement** contained in cast in place concrete for all projects that are advertised for bid after January 1, 2014.

The inclusion of these clauses in the construction contract is the responsibility of the awarding authority, and as such, MassDEP does not dictate what language should be used in the contract. MassDEP will, however, review the contracts to verify that price adjustment clauses have been included.

Awarding Authorities may find value from researching the *price adjustment* information on the Massachusetts Department of Transportation (MassDOT) website at <https://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>. MassDOT requires the use of price adjustment clauses in all of its contracts, and since 2008 has been requiring cities and towns utilizing Chapter 90 road construction funds to also include price adjustment clauses. Because of this, many cities and towns may already have drafted appropriate price adjustment language. This language would be suitable for use in SRF funded contracts. The MassDOT website has extensive information on price adjustments and required contract language for MassDOT contracts.

Attached below is the new Chapter 30, Section 38A language and the contract language that MassDOT uses in its construction contracts. The MassDOT contract language is presented as a possible starting point for borrowers that have not drafted price adjustment clauses. The LGU should consult with their legal and contract staff as appropriate in developing the price adjustment clauses.

Chapter 150 of the Acts of 2013 **An Act Relative to Price Adjustment for Certain Materials in Construction Projects**

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to establish forthwith certain price adjustments, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Chapter 30 of the General Laws is hereby amended by inserting after section 38 the following section:-

Section 38A. Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and

portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent.

SECTION 2. Section 1 shall apply to projects which are advertised for bid after January 1, 2014.

Approved, November 25, 2013.

MassDOT Price Adjustment Clauses

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH UNITS
Revised: 02/02/2009

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the MassHighway website at <http://www.massdot.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassHighway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. MassHighway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassHighway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Old Asphalt Period Price Method

The "Old Asphalt Period Price Method" Period Price will be for contracts bid on or before December 15, 2008 and will contain liquid asphalt prices as determined by the old or previous method. These prices will continue to be posted on MassHighway's website until all contracts using the "Old Asphalt Period Price Method" Period Price have been closed.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods. The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time.

***** END OF DOCUMENT *****

DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<http://www.massdot.state.ma.us/>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made\ during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

***** END OF DOCUMENT *****

DOCUMENT 00814
SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES
January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01.

No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

END OF DOCUMENT

SECTION 01 11 00

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be always had to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.

CONTROL OF WORK AND MATERIALS

- C. The length of open trench will be controlled by the surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.03 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely always maintained.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.
- C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.
- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as guards to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.04 CARE AND PROTECTION OF PROPERTY:

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the

CONTROL OF WORK AND MATERIALS

satisfaction of the Engineer.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported, and protected from damage by the contractor. Should such property be damaged, the Contractor shall restore it, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped to cut or otherwise damage such surfaces.
- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.06 MAINTENANCE OF FLOW:

- A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the previously mentioned drainage facilities, it shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01 74 13, CLEANING UP.

3.07 REJECTED MATERIALS AND DEFECTIVE WORK:

CONTROL OF WORK AND MATERIALS

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring before the final payment.

3.08 SANITARY REGULATIONS:

- A. Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.09 SAFETY AND HEALTH REGULATIONS:

- A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.10 SITE INVESTIGATION:

- A. The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished as far as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor based on the information made available by the Owner.

3.11 HANGERS, PADS, AND SUPPORTS:

- A. Unless otherwise indicated, hangers and supports shall be by the trade providing the

CONTROL OF WORK AND MATERIALS

supported item.

- B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.
- C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.
- D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.
- E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.12 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.
- B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.
- C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.
- D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.
- E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.13 ROOF PROTECTION:

- A. Where work must be performed over completed roofing, the roofing shall be protected by 2 layers of ½-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored, or work performed on areas of roof which are not so protected.

3.14 WEATHER PROTECTION:

- A. In conformance with Sections 44F and 44G of Chapter 149 of the General Laws of Massachusetts, the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the Director of Building Construction in the Executive Office for Administration and Finance.

3.15 ELECTRIC SERVICE:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a skillful manner where there is not sufficient daylight.

3.16 HAZARDOUS WASTE:

- A. Should the Contractor, while performing work under this contract, uncover hazardous materials (other than those identified in this specification to be addressed by the Contractor, if applicable), as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, it shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION

SECTION 01 12 16

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. Scope of Work includes construction activities that may occur concurrently or separately, as directed by the Owner, including a new rectangular athletic field with a minimum playing area of 360 feet by 210 feet, constructed of natural grass turf. Additional improvements include hot mix asphalt paved areas, concrete paved areas, sports lighting improvements for the existing synthetic turf field and new athletic field under Add Alternate No. 4, including associated Base Bid electrical infrastructure as indicated on the Drawings, fencing, irrigation systems, planting, and walking paths.

1.02 RELATED WORK:

A. SECTION 01 11 00 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS (NOT APPLICABLE)PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer. The Contractor shall account for permit requirements, seasonal restrictions, weather limitations, and agency approvals in its proposed schedule.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

- A. Funding availability and seasonal programming as well as overall implementation and maintenance affect the construction phases. Construction of the new rectangular field can be initiated in September 2026 with clearing of the site. This can occur concurrently with the installation of the second irrigation well and all irrigation lines.

SCOPE AND SEQUENCE OF WORK

The field construction and parking paving installation can be completed during Autumn 2026, Winter 2026-2027 and Spring 2027, subject to weather conditions and permit approvals. Final turf establishment, grow-in, and acceptance shall be subject to seasonal limitations and suitable weather conditions

- B. Construction access routes, staging areas, and limits of disturbance shall be coordinated with the Owner and Engineer prior to commencement of work.

END OF SECTION

SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is

SPECIAL PROVISIONS

based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.

- B. To satisfy the requirements of **Massachusetts law, Chapter 82, Section 40**, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform its work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section 00 41 43, FORM OF GENERAL BID.

3.08 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.09 DESIGN OF EQUIPMENT:

Attention is directed to the fact that the layout of certain equipment is based on that of one manufacturer. If other equipment is submitted for approval, the Contractor shall prepare and submit for approval at its expense, detailed structural, mechanical and electrical drawings, equipment lists, maintenance requirements, and any other data required by the Engineer, showing all necessary changes and embodying all special features of the equipment it proposes to furnish. Such changes, if approved, shall be made at the expense of the Contractor.

3.10 SERVICES OF MANUFACTURER'S REPRESENTATIVE:

- A. The Contractor shall arrange for a qualified service representative, at a time suitable to

SPECIAL PROVISIONS

the Engineer, from the company manufacturing or supplying certain equipment as indicated on the detailed specifications, to perform the duties described herein.

- B. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before others operate it the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
1. Soundness (without cracks or otherwise damaged parts); completeness in all details, as specified; correctness in setting, alignment, and relative arrangement of various parts; adequacy and correctness of packing, sealing and lubricants.
 2. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified. Where called for in the specifications, vibration readings shall be made and the equipment balanced accordingly.
 3. On completion of its work, the Contractor shall submit in triplicate to the Engineer the manufacturer's or supplier representative's complete signed report of the results of its inspection, operation, adjustments, and test. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report shall also include a certificate that the equipment conforms to the requirements of the contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
 4. After the Engineer has reviewed the reports from the manufacturer's representative, the Contractor shall make arrangements to have the manufacturer's representative present when the field acceptance tests are made.

3.11 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00 31 43 – PERMITS.

3.12 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.
- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe,

SPECIAL PROVISIONS

conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.

- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.13 CONNECTIONS TO EXISTING WATER SYSTEMS:

- A. The Owner will, upon **72-hour** notice from the Contractor, assist the Contractor by locating and opening or closing any and all valves required for draining or admitting water to the various sections of the water main as required to perform the proposed work. No damages shall be claimed by the Contractor for delays in dewatering pipelines nor shall any damages be claimed because of water leaking through closed valves after dewatering is completed.
- B. Connections to the existing distribution system shall be made with the mains under pressure unless the lines can be temporarily taken out of service as approved by the Owner.
- C. The Contractor will be required to make test excavations to ascertain that the proposed position of the connections will be clear of joints, fittings, or other obstructions.
- D. If any failure occurs in connection to existing mains, service shall be restored in the shortest possible time, the Contractor working around the clock, if necessary. The Contractor shall cooperate with the Owner in notifying the consumers or supplying emergency water. If required by Owner, the Contractor shall make connections to water mains during night hours, on Sunday or at other times of off-peak demand for water.

3.14 PROTECTION OF AQUIFER:

- A. The Contractor's attention is directed to the fact that the construction area is located within the watershed of the existing water supply. The Contractor shall take extra precautions to ensure that no pollutants enter the groundwater table from the construction area. The Contractor shall not store fuels or other hazardous materials or potential contaminants on the construction site. In the event of a spill, the Contractor shall immediately notify the Engineer.

3.15 CONTRACTOR'S REPRESENTATIVE:

SPECIAL PROVISIONS

- A. The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.16 OPERATOR TRAINING:

- A. A trained representative of the manufacturer of all equipment shall instruct the plant operating personnel on the operation and maintenance of the equipment. The Owner reserves the right to videotape all training sessions.

3.17 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activities between 7:30 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be permitted on Saturdays, Sundays, legal holidays, or during the period from June 15 through September 15, unless otherwise authorized in writing by the Owner.
- B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours (**Monday through Friday 7:30 a.m. to 3:00 p.m.**). When the Contractor requires this assistance outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.18 CONSTRUCTION CREWS:

- A. The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

3.19 WINTER WORK:

- A. The Owner will allow the Contractor to work within the public ways on this Project during the winter months.
- B. The Contractor will be required to backfill all excavations at the end of each work day, or place Jersey barriers around open excavations.
- C. The Owner has agreed to provide snow removal services on all public ways affected by this Project. The Owner will not remove snow from the Contractor's work area that the public will not be using for either driving or pedestrian activity.
- D. The Contractor will provide snow removal services on any public way affected by its work that has been authorized by the Owner to be closed to through traffic. Snow will be plowed in accordance with the Owner's normal plowing schedule for the closed public ways.
- E. In no event will the Owner remove snow on any private way affected by the Contractor's

work on this Project. The Contractor may coordinate snow removal activities with whoever provides these services for the owners of the private way(s).

END OF SECTION

SECTION 01 14 19.16

DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

This section of the specification covers the control of dust via calcium chloride and water, complete.

PART 2 - PRODUCTS

2.01 CALCIUM CHLORIDE:

- A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
- B. Calcium chloride failing to meet the requirements of the specifications or that which has become caked or sticky in shipment, may be rejected by the Engineer.

2.02 WATER:

- A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

PART 3 - EXECUTION

3.01 APPLICATION:

- A. Calcium chloride shall be applied when ordered by the Engineer and only in areas which will not be adversely affected by the application. See Section 01 57 19, ENVIRONMENTAL PROTECTION.
- B. Calcium chloride shall be uniformly applied at the rate of 1-1/2 pounds per square yard or at any other rate as required by the Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The Engineer shall determine the number and frequency of applications.
- C. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.

- D. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

- A. This Section consists of procedural requirements and administrative requirements which govern the Alternates. The description of the Alternates is intended to describe the major work only. Such descriptions are not to be taken as limiting the work required to carry out the intent of each of the accepted alternates. All such work shall be done without additional cost to that agreed upon as the alternate price.
- B. Definition: An alternate is an amount proposed by bidders and stated on the Form for General Bid or Form for Sub-Bid for certain work defined in the Contract Documents that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the scope of work, the amount of construction to be completed, or the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- C. The amount for each Alternate is the net addition to or deduction from the Base Bid required to incorporate the Alternate into the Work. No other adjustments shall be made to the Base Bid.
- D. The General Contractor shall include in his Bid Alternate Price the amounts carried by any Filed Sub-Bidders on the Form for Filed Sub-Bids.

1.03 DEFINITIONS:

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

ALTERNATES

1.04 PROCEDURES:

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES:

The lump-sum price for each Alternate shall constitute full compensation for furnishing all labor, materials, tools, and equipment and performing all work indicated on the Drawings and specified for the respective sub-trades. The amount bid for each Alternate shall be the net addition to or deduction from the Base Bid required to incorporate the Alternate into the Work. No other adjustments shall be made to the Base Bid. Refer to the Drawings, Specifications, and Addenda for requirements necessary to achieve the Work described under each Alternate. The following is a brief description of the Alternates:

Add Alternate #1: Scoreboards

Provide and install two complete and fully operational scoreboard systems, including scoreboard cabinets, support posts, mounting hardware, identification panels and graphics, controllers, receivers, accessories, foundations/footings, testing, commissioning, and Owner training. Electrical conduit, branch wiring, and related infrastructure specifically indicated as Base Bid work shall be included under the Base Bid. Coordinate final scoreboard locations, footing requirements, electrical connection points, and equipment requirements with the Contract Documents and manufacturer's requirements.

Add Alternate #2: Sewer Run

Provide and install the future sewer extension as shown on the plans. Work shall include the full length of sewer pipe, including the portion located beneath the roadway, with watertight caps/plugs at each dead-end terminus to allow for future connection. Include trenching, bedding, backfill, compaction, pavement restoration where applicable, and all related work required for a complete installation. Final connection to the sewer system is not included in this alternate and shall be completed under a future phase.

Add Alternate #3: Non-Field Irrigation

Provide and install all irrigation work located outside of the new sports field limits, as shown on the Drawings. Work shall include all associated piping, heads, valves, controls, wiring, trenching, backfill, and related work required to provide a complete and fully functional irrigation system for the non-field irrigation areas. Irrigation within the new sports field limits, including associated infrastructure specifically indicated as Base Bid work, shall be included under the Base Bid. Include all connections and modifications to the Base Bid irrigation system required to accommodate the additional irrigation work.

Add Alternate #4: Sports Lighting

Provide and install a complete and fully operational sports lighting system, including poles, luminaires, crossarms, manufacturer-supplied control and monitoring equipment, foundations/footings, grounding, surge protection, fixture aiming, testing, commissioning, Owner training, warranties, and required DarkSky approvals. Electrical conduit, branch wiring, and related infrastructure specifically indicated as Base Bid work shall be included under the Base Bid. Coordinate final pole locations, footing requirements, fixture aiming, electrical connection points, and system requirements with the Contract Documents and manufacturer's requirements.

END OF SECTION

SECTION 01 31 19.23

CONSTRUCTION MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This Section specifies requirements for project meetings including but not limited to Pre-Construction Conference and Progress Meetings.
- B. It shall be the responsibility of the Contractor to coordinate work between all subcontractors, sections, and trades required for the proper completion of the Work.

1.02 PRE-CONSTRUCTION CONFERENCE:

- A. After the bids have been opened but prior to the start of the construction there will be a pre-construction conference to discuss the phasing and scheduling of the Project. The specific time and place of the conference shall be arranged by the Engineer after the Contract has been awarded.
- B. This pre-construction conference is intended to establish lines of communication between the parties involved, review responsibilities and personnel assignments, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors.
- C. Authorized representatives of the Owner, Engineer and their consultants, the Contractor, its Superintendent and Site Foreman, and all others invited by the Contractor, shall attend the pre-construction conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Discuss items of significance at the pre-construction conference that could affect progress including at least the following:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples
 - 8. Preparation of record documents
 - 9. Use of the premises

CONSTRUCTION MEETINGS

10. Office, work and storage, and laydown areas
11. Equipment deliveries
12. Construction safety procedures
13. Environmental health and safety procedures
14. First aid
15. Security
16. Housekeeping
17. Working hours
18. Traffic Control
19. Emergency Vehicle Access to and around work site
20. Environmental protection measures for construction site

1.03 PROGRESS MEETINGS:

- A. During the course of the Project, the Contractor shall attend weekly progress meetings as scheduled by the Owner. The Owner, based on work progress and activities, may adjust the progress meetings to biweekly or other. The attendance of subcontractors may be required during the progress of the Work. The Contractor's delegate to the meeting shall be prepared and authorized to discuss the following items:
1. Progress of Work/Critical Work Sequencing in relation to Contract Schedule.
 2. Proposed Work activities for forthcoming period.
 3. Resources committed to Contract.
 4. Coordination of Work with others.
 5. Status of procurement of equipment and materials.
 6. Status of Submittals.
 7. Outstanding actions, decisions, or approvals that affect Work activities.
 8. Site access and/or security issues
 9. Hazards and risks
 10. Housekeeping
 11. Quality issues
 12. Potential Claims
 13. Change Orders
 14. Costs, budget, and payment requests
- B. The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized and the revised schedule shall be submitted to the Engineer and Owner.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

CONSTRUCTION MEETINGS

01 31 19.23-2

Not used.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION SCHEDULING

PART 1- GENERAL

1.01 PROGRAM DESCRIPTION:

- A. A Critical Path Method (CPM) construction schedule shall be used to control the work of this Contract and to provide a definitive basis for determining job progress. The Contractor shall prepare the construction schedule. All work shall be done in accordance with the established CPM schedule and the Contractor and its subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) and a computer-generated schedule (print-out) as specified herein. The format shall be the activity-on-node precedence network.
- C. The Contractor shall develop its own outline of the work and prepare its proposed CPM schedule. The computer-based schedule shall be the product of a recognized commercial computer software producer and shall meet all of the requirements defined herein.

1.02 QUALIFICATIONS:

- A. The Contractor shall have the capability of preparing and utilizing the specified CPM scheduling technique. A statement of CPM capability shall be submitted by the Contractor in writing to the Engineer within 10 days after the issuance of the Notice to Proceed to verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the CPM scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of a computer-based CPM schedule. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the CPM schedule and for providing the required updating information.

1.03 SUBMITTALS:

- A. Submit under provisions of Section 01 33 23.
- B. Within 10 days following the issuance of the Notice to Proceed, the Contractor shall submit the CPM Schedule to the Engineer for review and acceptance. The Contractor shall submit to the Engineer a preliminary network defining the planned operations during the first 60 calendar days after the issuance of the Notice to Proceed. The Contractor's general approach for the balance of the project shall be indicated. Cost of

CONSTRUCTION SCHEDULING

activities expected to be completed or partially completed before submission and approval of the complete network shall be included.

1.04 APPROVED CPM SCHEDULE:

- A. Following review by the Engineer, the Contractor shall incorporate the Engineer's comments into the network and submit the revised network and computer-generated schedule. This final submittal shall be delivered to the Engineer within 60 days after the issuance of the Notice to Proceed.
- B. CPM schedules, which contain activities showing negative, float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- C. The approved network shall then be the approved CPM schedule to be used by the Contractor for planning, organizing and directing the work, and reporting progress.
- D. Approval of the CPM activity network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Engineer, of the CPM schedule.
- E. The CPM activity network shall be submitted on sheets 24-in by 36-in and may be divided into as many separate sheets as required. An electronic file in PDF format shall be submitted concurrent with the hard copy schedule.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 NETWORK REQUIREMENTS:

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.
- B. Detailed network activities shall include: construction activities, the submittal and approval of shop drawings, the procurement of materials and equipment, fabrication of materials and equipment and their delivery, installation and testing, start-up and training. The Contractor shall break the work into activities with durations no longer than twenty

working days each, except as to non-construction activities (such as procurement of materials and delivery of equipment) and any other activities for which the Engineer may approve the showing of longer duration. To the extent feasible, activities related to a specific physical area of the work should be grouped on the network for ease of understanding and simplification.

- C. Separate activities shall be provided for each significant identifiable function in each trade area in each facility. Activities shall be so identified that there will be no reasonable doubt as to how much work remains on each. Specific activities which shall be included are: all subcontract work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, all tests, concrete finishing, each item of site work, (including restraints on other activities) and all utilities, fuels and chemicals.
- D. Each activity on the network shall have the following indicated on the NODE representing it.
 - 1. A single duration (i.e., the single best estimate of elapsed time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
 - 2. A five character (or less) code indicative of the party responsible for accomplishing the activity.
 - 3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities.
 - 4. A brief description of the activity.
- E. The selection and number of activities shall be subject to the Engineer's approval. The detailed network need not be time scaled but shall be drafted to show a continuous flow from left to right with no flow from right to left. In addition to the brief description, the Contractor shall submit a separate list of all activities containing a detailed narrative of the scope of each activity, including the trades, subcontractors involved, and number of man-hours estimated.
- F. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include on a network any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Engineer.
- G. Except where earlier completions are specified, CPM schedules, which show completion

CONSTRUCTION SCHEDULING

of all work prior to the contract completion date, may be approved by the Engineer but in no event shall they be acceptable as a basis for claim for delay against the Owner by the Contractor.

3.02 COMPUTER-GENERATED SCHEDULE REQUIREMENTS:

- A. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list of activity precedences, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:
1. Activity numbers
 2. Estimated duration
 3. Activity description
 4. Early start date (calendar dated)
 5. Early finish date (calendar dated)
 6. Latest allowable start date (calendar dated)
 7. Latest allowable finish date (calendar dated)
 8. Status (whether critical)
 9. Estimated cost of the activity
 10. Total float and free float
- B. In addition, each schedule shall be prefaced with the following summary data:
1. Contract name and number
 2. Contractor's Name
 3. Contract duration
 4. Contract schedule
 5. The effective or starting date of the schedule.
- C. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work.

3.03 PROGRESS REPORTING:

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor. Not less than seven days prior to each monthly progress meeting, The Contractor shall evaluate the status of each activity on which work has started or is due to start, based on the preceding CPM schedule; to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered complete until they are, in fact, 100 percent complete.
- B. At each progress meeting the Contractor shall submit a narrative report based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Engineer. The report shall include a description of the progress during the previous period in terms of completed activities, an explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

3.04 RESPONSIBILITY FOR SCHEDULE COMPLIANCE:

- A. Whenever it becomes apparent from the current CPM schedule and narrative report that delays to the critical path have resulted and the contract completion date will not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner. It shall submit to the Engineer for approval, a written statement of the steps it intends to take to remove or arrest the delay to the critical path in the approved schedule.

3.05 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME:

- A. If the Contractor desires to make changes in its method of operating which affect the approved CPM schedule, it shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM network. The Contractor shall adjust the CPM schedule only after prior approval of its proposed changes by the Engineer.
- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- C. Shop drawings which are not approved on the first submittal or within the schedule time and equipment which do not pass the specified tests shall be immediately rescheduled.
- D. The contract time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, it shall furnish such

justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of day's extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, will not be the basis for a change therein.

- E. Each request for change in any contract completion date shall be submitted by the Contractor to the Engineer within 30 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extension will be granted for requests, which are not submitted within the foregoing time limit.

3.06 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES:

- A. Where work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Contractor's CPM Schedule shall be coordinated with the schedules of the other contracts. The Contractor shall obtain the schedules of the other appropriate contracts from the Owner for the preparation and updating of its CPM schedule and shall make the required changes in its schedule when indicated by changes in corresponding schedules.
- B. In case of interference between the operations of different contractors, the Owner will determine the work priority of each Contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

END OF SECTION

SECTION 01 33 23

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 48 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email or on Compact Disc (mail to Weston & Sampson Engineers, attention: CSD), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

SUBMITTALS

3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, by mail (to Weston & Sampson Engineers, attention: CSD), six (6) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.

SUBMITTALS

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when it needs more than two copies or when so requested.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.
- B. The number of samples submitted shall be as specified. Submittal and processing of

SUBMITTALS

samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.

- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Engineer for review in accordance with the instructions furnished under "Shop and Working Drawings." If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., two copies of the submittal will be returned with a copy of transmittal noting status. Four copies of the final operating and maintenance manuals and/or spare parts list shall be delivered to the Engineer prior to or with the equipment when it is delivered to the job site. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- B. The information included in the manual shall be as described in the specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.
- C. Operating and maintenance manuals shall be in durable loose-leaf binders, on 8½-inch by 11-inch paper, with diagrams and illustrations either on 8½-inch by 11 inch or multiple foldouts. The instructions shall be annotated to indicate only the specific equipment furnished. Reference to other sizes or models of similar requirement shall be deleted or neatly lined out.
- D. Submit operation and maintenance manuals and spare parts lists in accordance with Section 01 92 13 OPERATION AND MAINTENANCE MANUALS

END OF SECTION

SUBMITTALS

01 33 23-4

SECTION 01 35 29

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Prior to the start of work on the site, Contractor shall prepare and submit a site-specific health and safety plan in accordance with paragraph 1.04 below.

1.02 REFERENCES:

- A. OSHA 29 CFR Part 1926 – Safety and Health Regulations for Construction.
- B. Applicable federal, state, and local safety regulations.

1.03 RELATED WORK:

- A. Section 02 41 13 SELECTIVE SITE DEMOLITION

1.04 PREPARATION OF A SITE-SPECIFIC HEALTH AND SAFETY PLAN:

- A. Prior to the start of Work on the Site, and no later than seven (7) calendar days after the Notice to Proceed, the Contractor shall prepare and submit a site-specific Health and Safety Plan addressing known and reasonably anticipated hazards associated with the Work.
- B. The Health and Safety Plan shall be submitted to the Engineer for review prior to commencement of Work. The Contractor is solely responsible for the health and safety of its employees, Subcontractors, and other persons under its control. Review by the Engineer shall not relieve the Contractor of responsibility for compliance with applicable laws, regulations, or the requirements of the Contract Documents.
- C. The Health and Safety Plan shall include provisions for controlling access to active construction areas and protecting workers, Owner personnel, visitors, and the public from construction-related hazards.
- D. The Health and Safety Plan shall comply with applicable OSHA requirements, including 29 CFR Part 1926, and shall address the requirements specified in Part 2 of this Section.

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN:

- A. The health and safety plan shall include, but not necessarily be limited to the following:
 - 1. Identification of the Contractor's designated Site Safety Officer.

HEALTH AND SAFETY PLAN

2. Identification of anticipated construction hazards and procedures for mitigating such hazards.
3. Employee and Subcontractor safety training and site orientation procedures.
4. Personal protective equipment requirements.
5. Excavation and trench safety procedures, where applicable.
6. Construction equipment and vehicle safety procedures.
7. Electrical safety procedures.
8. Procedures for working in the vicinity of existing utilities.
9. Traffic, pedestrian, and site access control procedures.
10. Emergency response procedures.
11. First-aid procedures and identification of trained personnel.
12. Emergency contact information.
13. Procedures for reporting and documenting accidents, injuries, and unsafe conditions.
14. Procedures for coordinating safety requirements with Subcontractors.
15. Procedures for maintaining a clean and orderly work site.

PART 3 - EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT:

- A. The Contractor shall provide and require the use of personal protective equipment appropriate for the Work being performed and in accordance with applicable OSHA requirements and the Contractor's site-specific Health and Safety Plan.
- B. Personal protective equipment shall include, as applicable, hard hats, safety glasses, high-visibility apparel, protective footwear, gloves, hearing protection, fall protection, respiratory protection, and other equipment required for the specific activity being performed.
- C. The Contractor shall be solely responsible for determining the appropriate level of personal protective equipment required for its operations and for ensuring that its employees and Subcontractors are properly trained in its use.

END OF SECTION

SECTION 01 45 23

SPECIAL TESTING AND INSPECTIONS

PART 1 -GENERAL

1.01 WORK INCLUDED:

- A. Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Obtaining, coordinating, and providing notifications to the Owner and Engineer.
 - 2. Provide safe access to the work of this Contract to accommodate the indicated tests and inspections.
 - 3. Implementing corrective action and providing additional tests and/or inspections for work identified as non-conforming by the Independent Testing Agency.

1.02 GENERAL REQUIREMENTS:

- A. The Massachusetts State Building Code, Latest Edition, 780 CMR, requires the Engineer of Record (ER) to provide a program of special tests and inspections for this project.
- B. Attachment F, Program of Special Tests and Inspections, shall not relieve the Contractor or its subcontractors of their responsibilities and obligations for quality control of the Work; their other obligations for supervising the Work; for any design work which is included in their scope of services; for full compliance with the requirements of the Contract Documents; the detection of, or failure to detect, deficiencies or defects, whether detected or undetected, in all parts of the Work, and to otherwise comply with all requirements of the Contract Documents.
- C. The Program of Special Tests and Inspection does not apply to the Contractor's equipment, temporary structures used by the Contractor to construct the project, the Contractor's means, methods, procedures, and job site safety.

1.03 CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall provide free and safe access to the Work for the ER and all other individuals who are observing the Work or performing special tests or inspections. The Contractor shall provide all ladders, scaffolding, staging, and up-to-date safety equipment, all in good and safe working order, and qualified personnel to handle and erect them, as may be required for safe access.

SPECIAL TESTING AND INSPECTIONS

- B. The Contractor shall give reasonable notice to the Owner and the Engineer of when the various parts of the Work will be ready for testing and/or inspection. The Contractor shall notify the Owner and the Engineer a minimum of 48 hours before such tests and/or inspections are to take place.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

ATTACHMENT F**PROGRAM OF SPECIAL TESTS AND INSPECTIONS**

The following is a summary of Work subject to Tests and Inspections under the Program.

1. Controlled Structural Fill

Abbreviation Agent

ER Engineer of Record

ITA Contractor – Independent Testing Agency

Controlled Structural Fill

Item	Agent	Scope
1. Controlled Structural Fill QC Review	ER	Review Contractor's field quality control procedures
2. Fill Material	ITA	Test material for conformance to specifications. Perform laboratory compaction tests in accordance with the specifications to determine optimum water content and maximum dry density.
3. Installation of controlled structural fill	ITA	Provide full-time inspection of the installation, in accordance with the specifications.
4. Density of Fill	ITA	Perform field density tests of the in-place fill in accordance with the specifications.

END OF SECTION

SECTION 01 55 26.13

SIGNAGE (TRAFFIC CONTROL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing and installing traffic control signs and other devices.

1.02 SYSTEM DESCRIPTION:

The Contractor shall furnish and install all construction signs deemed necessary by and in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation.

PART 2 - PRODUCTS

2.01 TRAFFIC WARNING AND REGULATING DEVICES:

Contractor shall provide warning signs, barricades and other devices in accordance with the specifications provided in the MUTCD. Size of signs, lettering, colors, method of support and other factors prescribed in the MUTCD shall be adhered to.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the MUTCD, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses.
- C. Unless extended protection is required for specific areas, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

END OF SECTION

SECTION 01 56 26

TEMPORARY CHAIN LINK FENCE

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide all labor, materials and appurtenances necessary for the installation, maintenance and dismantling of 8-foot temporary fencing.
- B. The Contractor shall be responsible for securing the site from trespassers. Existing fencing exists on portions of the site as shown on the Contract Drawings; it will be at the discretion of the Contractor to determine whether the existing fence is suitable for site safety and security. The Contractor shall install temporary fencing across lengths of damaged/unsuitable fencing to secure the site and prevent trespassers.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature of the materials specified herein.
- B. Shop drawings of the temporary chain link fence and gates.
 - 1. Shop drawings shall indicate layout of temporary fencing, location and size of gates, existing pavement and roads, and other site-specific conditions. Prepare drawing after site observation and verification of existing conditions.

PART 2 - PRODUCTS

2.01 TEMPORARY CHAIN LINK FENCING

- A. Unless otherwise indicated, type of 8-foot temporary chain link fencing shall be Contractor's option. Following types are acceptable:
 - 1. New materials or previously used salvaged chain link fencing in good condition.
 - 2. Posts: Galvanized steel pipe of diameter to provide rigidity. Post shall be suitable for setting in concrete footings, driving into ground, anchoring with base plates, or inserting in precast concrete blocks.
 - 3. Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.
- B. Gates: Provide gates of the quantity and size indicated on the Contract Drawings or

TEMPORARY CHAIN LINK FENCE

required for functional access to Site.

1. Fabricate of same material as used for fencing.
2. Vehicle gates:
 - a. Minimum width: 20 feet to allow access for emergency vehicles.
 - b. Capable of manual operation by one person.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The fence and gates shall be erected by skilled mechanics in accordance with the recommendations of the manufacturer and these specifications. These specifications shall take precedence over the recommendations of the manufacturer if any discrepancy exists between them.
- B. Posts
 1. Maximum post spacing shall be 10-feet. Post spacing shall be uniform and posts shall be plumb.
 2. Drive posts, set in holes and backfill, or anchor in precast concrete blocks.
 3. For soft and unstable ground conditions, cast concrete plug around post.
 4. Posts over pavement: Use steel post plates or precast concrete blocks.
 5. Gate posts: Use bracing or concrete footings to provide rigidity for accommodating size of gate.
 6. Temporary terminal posts shall be securely connected to existing fence posts to prevent site access/trespassing.
- C. Securely attach wire fabric to posts. Maximum area of unbraced fence fabric shall not exceed 1,500 square feet.
- D. Install with required hardware.
- E. Fabric shall be stretched taut, with the bottom edge following the existing grade, and shall be a continuous mesh between terminal posts. Each span of fabric shall be attached independently at terminal posts. Where terminal posts do not have provisions for weaving fabric to posts, stretcher bars shall be placed through the end weave of the fabric and secured to the post with bar bands spaced not more than 15-inches apart on the post.

- F. Fabric shall be attached with ties to line posts at intervals of not more than 14-inches (and to the top railing and braces at intervals not exceeding 24-inches).
- G. The bottom tension wire shall be interlaced in the weave of the fabric, pulled taut and fastened to terminal posts.

3.02 MAINTENANCE AND REMOVAL

- A. Maintain fencing in good condition. If damaged, immediately repair.
- B. Remove temporary fencing upon completion of Work or when no longer required for security or control. Backfill holes and compact. Holes in pavement shall be surfaced to match existing paving. Repair damage caused by installation of temporary fencing.

END OF SECTION

SECTION 01 56 39

TREE PROTECTION & TRIMMING

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. This section includes the protection and trimming of trees that are to remain but interfere with, or are affected by, execution of the Work, whether temporary or new construction.

1.02 RELATED WORK:

- A. SECTION 01 57 19 ENVIRONMENTAL PROTECTION
- B. SECTION 31 00 00 EARTHWORK
- C. SECTION 31 11 00 CLEARING AND GRUBBING
- D. SECTION 31 05 13.13 LOAM BORROW (TOPSOIL)

1.03 QUALITY ASSURANCE:

- A. Tree Pruning Standards: Comply with the National Arborist Association's "Pruning Standards for Shade Trees" except where more stringent requirements are indicated.
- B. All tree trimming work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist (MCA) in the Contractor's employ.

1.04 SPECIAL REQUIREMENTS:

- A. Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.
- B. No burning shall be permitted on the project site.
- C. Prior to commencing work, the Contractor shall submit a plan to the Engineer for legal disposal of removed materials, in conformance with State and Federal regulations.

TREE PROTECTION & TRIMMING

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D448, size 24, with 90 to 100 percent passing a 2-½-inch (63-mm) sieve and not more than 10 percent passing a ¾-inch (19-mm) sieve.
- B. Topsoil: As specified in Section 31 05 13.13, LOAM BORROW (TOPSOIL).
- C. Filter Fabric: Manufacturer's standard, non-woven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Temporary Protection: Provide temporary fencing, barricades, or other suitable guards located outside the drip line (outer perimeter of branches) to protect remaining trees and other plants from damage.
- B. Protect tree root systems from damage due to noxious materials caused by run-off or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line and prevent soil compaction over root systems.
- D. Do not allow fires.

3.02 EXCAVATION:

- A. Install shoring or other protecting support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree drip line, unless otherwise indicated.
- C. Where excavation for new construction is required within tree drip lines, hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

- 1. Relocate roots in backfill areas wherever possible. If encountering large,

TREE PROTECTION & TRIMMING

main lateral roots, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3-inches (75 mm) back from new construction.

2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition and temporarily support and protect roots from damage until they are permanently relocated and covered with earth.

D. Where utilities trenches are required within tree drip lines, tunnel under or around the roots by drilling, auger boring, pipe jacking, or digging by hand.

1. Root Pruning: Do not cut main lateral roots to tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop.

3.03 REGRADING:

A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree drip line. Maintain existing grades within tree drip lines.

1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots to tap roots; cut only smaller roots. Cut roots cleanly with sharp pruning instruments; do not break or chop.

B. Minor Fill: Where existing grade is 6-inches (150 mm) or less below elevation of finish grade shown, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

C. Moderate Fill: Where existing grade is more than 6-inches (150 mm) but less than 12-inches (300 mm) below finish grade elevation, place a layer of drainage fill, filter fabric, and a final layer of topsoil on existing grade.

1. Carefully place drainage fill against tree trunk approximately 2-inches (50 mm) above finish grade elevation and extend not less than 18-inches (450 mm) from tree trunk on all sides. For balance of area within drip line perimeter, place drainage fill to an elevation 6-inches (150 mm) below grade.
2. Place filter fabric with overlapping edges of 6-inches (150 mm) minimum.
3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.04 TREE PRUNING:

TREE PROTECTION & TRIMMING

- A. If required, prune remaining trees to compensate for root loss caused by damaging or cutting root system as required by the Engineer in accordance with accepted horticultural practices.
- B. Cut branches with sharp pruning instruments; do not break or chop.

3.05 TREE REPAIR AND REPLACEMENT:

- A. Promptly repair trees damaged by construction operations to prevent progressive deterioration.
 - 1. Provide new trees of size and species selected by the Engineer when trees over 6-inches (150 mm) in caliper, measured 12-inches (300 mm) above grade, are required to be replaced, due to abuse/damage/neglect of contractor.

3.06 DISPOSAL OF WASTE MATERIALS:

- A. Burning on Owner's Property: Burning is not permitted on Owner's property.
- B. Disposal: Remove excess excavated material, displaced trees, and excess wood chips from the Owner's property. All trees cut or trimmed shall be removed from the site and transported off-site within seven (7) calendar days of cutting and shall not be stockpiled or stored on site.

END OF SECTION

SECTION 01 57 19

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
- B. The requirements of this Section apply to all construction activities where environmental protection measures are required by the Contract Documents, applicable permits, or existing site conditions.
- C. All Work under this Contract shall comply with applicable permits, approvals, and environmental requirements included in Section 00 31 43, PERMITS.
- D. Prior to commencement of work, the Contractor shall meet with representatives of the Engineer to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

- A. Section 01 14 19.16, DUST CONTROL
- B. Section 01 33 23, SUBMITTALS
- C. Section 31 00 00, EARTHWORK
- D. Section 31 11 00, CLEARING AND GRUBBING
- E. Section 31 23 19, DEWATERING
- F. Section 31 50 00, SUPPORT OF EXCAVATION

1.03 SUBMITTALS:

- A. The Contractor shall submit details and literature describing proposed environmental protection measures, including erosion and sediment controls, dewatering controls, protection of existing vegetation, and other measures required by the Contract Documents and applicable permits.

ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS**2.01 SILT FENCE:**

- A. The silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a mesh backing, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1-1/4-inches by 1-1/4-inches (Minimum Dimension) by 48-inches and shall be tapered. The bottom edge of the silt fence shall be buried as shown on the drawings.
- B. The silt fence shall be DOT Silt Fence PPDM3611, as manufactured by U.S. Silt & Site Supply/Getsco, Concord, NH, or approved equal.
- C. Silt fence properties:

<u>Physical Properties</u>	<u>Test Method</u>	<u>Minimum Value</u>
Grab Strength, lbs.	ASTM-D-4632	124
Grab Elongation, %	ASTM-D-4632	15
Mullen burst, psi	ASTM-D-3786	300
Puncture, lbs.	ASTM-D-4833	65
Trapezoidal Tear, lbs.	ASTM-D-4533	65
UV Resistance ² , % ³	ASTM-D-4355	80@500 hrs.
AOS, US Sieve No.	ASTM-D-4751	30
Flow Rate, gal/min/sq ft	ASTM-D-4491	10
Permittivity,(1/sec)gal/min/sq ft	ASTM-D-4491	0.05 sec ⁻¹

2.02 STRAW BALES:

- A. Straw bales shall consist of certified seed free stems of agricultural grain and cereal crops and shall be free of grasses and legumes. Standard bales shall be 14-inches high, 18- inches wide and 36- to 40-inches long tied with polypropylene twine and weigh within 5 percent of 7 lbs. per cubic ft.

2.03 STRAW WATTLES:

- A. Straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling as manufactured by GEI Works, Sebastian, Florida (Phone: 772-646-0597; website: www.erosionpollution.com), or approved equal.

2.04 CATCH BASIN PROTECTION:

- A. To trap sediment and to prevent sediment from clogging drainage systems, catch basin protection in the form of a siltation sack (Siltsack as manufactured by ACF

Environmental, Inc. or approved equal) shall be provided as approved by the Engineer.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

- A. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Engineer until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

- A. Insofar as possible, the Contractor shall confine its construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 PROTECTION OF WATER RESOURCES:

- A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.04 PROTECTING AND MINIMIZING EXPOSED AREAS:

- A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.
- B. The Contractor shall take account of the conditions of the soil where temporary cover

crop will be used to insure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Engineer.

3.05 LOCATION OF STORAGE AREAS:

- A. The location of the Contractor's storage and stockpile areas for equipment and/or materials shall be limited to cleared portions of the job site or areas to be cleared as part of this project, including the designated stockpile area shown on the Drawings, and shall be coordinated with and approved in writing by the Owner and Engineer. Plans showing proposed storage and stockpile areas, access routes, and protection measures shall be submitted to the Engineer for review and approval prior to use. Storage or stockpiling outside approved areas is not permitted.
- B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- C. There shall be no storage of equipment or materials in areas designated as wetlands.
- D. The Engineer may designate a particular area or areas where the Contractor may store materials used in its operations.
- E. Temporary storage and stockpile areas shall be restored to the condition required by the Contract Documents following completion of construction.

3.06 PROTECTION OF LANDSCAPE:

- A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.
- B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured,

or otherwise damaged by the Contractor's equipment or by its blasting or other operations, the Engineer may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Engineer will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of under the provisions of Section 31 11 00, CLEARING AND GRUBBING.

- D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.07 CLEARING AND GRUBBING:

- A. The Contractor shall clear and grub only within the limits of work indicated on the Drawings and only to the extent required for construction operations.

3.08 DISCHARGE OF DEWATERING OPERATIONS:

- A. Water pumped or discharged as part of construction dewatering operations shall be filtered by an approved method prior to discharge.
- B. Dewatering discharge shall be directed to an approved location and shall not cause erosion, sedimentation, flooding, or discharge of sediment or pollutants to wetlands, drainage systems, or surface waters. Coordinate discharge locations with the Engineer and applicable permit requirements.
- C. The pumped water shall be filtered through filter fabric and baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. Accumulated sediment shall be cleared from the channel periodically.

3.09 DUST CONTROL:

- A. During the progress of the work, the Contractor shall conduct its operations and maintain the area of its activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust. If the Engineer decides it is necessary to use calcium chloride for more effective dust control, the Contractor shall

furnish and spread the material, as directed. Calcium chloride shall be as specified under Section 01 14 19.16, DUST CONTROL.

- B. Calcium Chloride shall not be used for dust control within a drainage basin or in the vicinity of any source of potable water.

3.10 SEPARATION AND REPLACEMENT OF TOPSOIL:

- A. Topsoil shall be carefully removed from cross-country areas where excavations are to be made, and separately stored to be used again as required. The topsoil shall be stored in an area acceptable to the Engineer and adequate measures shall be employed to prevent erosion of said material.

3.11 BALED HAY OR STRAW:

- A. To trap sediment and to prevent sediment from clogging drainage systems, baled straw shall be used where shown on the drawings. Care shall be taken to keep the bales from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically.

3.12 ERECTION AND MAINTENANCE OF SILT FENCE:

- A. Where indicated on the Drawings or required by the Engineer, the Contractor shall erect and maintain temporary silt fence to contain sediment from runoff and minimize environmental impacts. Silt fence shall be installed at the limits of disturbance and other locations indicated on the Drawings.

3.13 SURFACE RESTORATION OF DISTURBED AREAS:

- A. Disturbed areas shall be restored as indicated on the Drawings and in accordance with the applicable Specification Sections. Seeding shall be provided in accordance with Section 32 92 19, SEEDING.

3.14 CATCH BASIN PROTECTION:

- A. Catch basin protection shall be used for every catch basin, shown on the plans or as required by the Engineer, to trap sediment and prevent it from clogging drainage systems and entering wetlands. Siltation sack shall be securely installed under the catch basin grate. Care shall be taken to keep the siltation sack from breaking apart or clogging. All deposited sediment shall be removed periodically and at times prior to predicted precipitation to allow free drainage flow. Prior to working in areas where catch basins are to be protected, each catch basin sump shall be cleaned of all debris and protected. The Contractor shall properly dispose of all debris at no additional cost to the Owner.

- B. All catch basin protection shall be removed by the Contractor after construction is complete.

3.15 STRAW WATTLES:

- A. The wattles will be placed in a shallow trench (2-3 inches deep) and staked in the ground using wooden stakes driven at 4-foot intervals. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.
- B. The wattles shall be regularly inspected and before and after every forecasted major weather event. All deposited sediment shall be removed and not allowed to accumulate to the top of the wattles. Wattles damaged during construction shall be repaired or replaced as required by the Engineer at no additional cost to the Owner.
- C. The Contractor shall remove all wattles after construction is completed.

END OF SECTION

SECTION 01 73 29

CUTTING, CORING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the cutting, coring, rough and finish patching of holes and openings in existing structures.

1.02 RELATED WORK:

A. SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 2 - PRODUCTS

2.01 SEALING MATERIALS:

- A. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the manufacturer for 40 feet of head or 20 psig. Mechanical seals shall be Link-Seal, manufactured by Thunderline Corp., Wayne, MI., or approved equal.
- B. Sealant shall be a two part foamed silicone elastomer as manufactured by Dow Corning Co., product No. 3-6548 silicone R.T.V.; 3M brand fire barrier products caulk C.P. 25 and 3M brand putty 303; Flame-Safe fire stop systems Fig. No. FS-500 by Thomas & Betts Corporation, or approved equal. Packing shall be a fire retardant pliable material, Fig. 310 by Sealtite Co.; White Oakum W.S.-600 by American Manufacturing Co., or approved equal. Sealant bead configuration, depth and width shall be in accordance with manufacturer's recommendations.

2.02 MISCELLANEOUS MATERIALS:

- A. Bonding compound shall be Sikadur Hi-Mod epoxy by Sika Corporation, or equivalent by Euclid Chemical Corporation, Master Builders Company, or approved equal.
- B. Non-shrink grout shall be Masterflow 713 by Master Builders Company; Euco N-S by Euclid Chemical Co.; Five Star Grout by U.S. Grout Corp. or approved equal.
- C. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 - EXECUTION

3.01 GENERAL:

CUTTING, CORING AND PATCHING

- A. The Contractor shall leave all chases or openings for the installation of its own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. It shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- B. In case of its failure to leave or cut all such openings or have all such sleeves provided and set in proper time, Contractor shall cut them or set them afterwards at its own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- C. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of its subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of its subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
- D. All cutting and coring shall be performed in such a manner as to limit the extent of patching.
- E. All holes cut through concrete and masonry walls, slabs or arches shall be core drilled unless otherwise approved. No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner required by them. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.

3.02 CORING:

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. If holes are cored through floor slabs they shall be drilled from below.
- C. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- D. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.
- E. Slurry or tailings resulting from coring operations shall be vacuumed or otherwise removed from the area following drilling.

CUTTING, CORING AND PATCHING

3.03 CUTTING:

- A. Cutting shall be performed with a concrete saw and diamond saw blades of proper size and application.
- B. Provide for control of slurry generated by sawing operation on both sides of wall or slab.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not to damage bond between the concrete and reinforcing steel left in the structure. Cut shall be made so that steel neither protrudes nor is recessed from the face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel.
- F. For cutting a trench in a floor slab, a full-depth cut shall be made using a concrete saw for the desired width of the trench. A partial-depth cut shall be made to expose the reinforcing bars. The width of the partial cut shall be to the required lap length of the reinforcing bars. Care shall be taken not to cut exposed reinforcing bars but if any are cut, dowel holes shall be drilled and dowels epoxied in. Reinforcing of the same size, as the existing shall be tied to the existing exposed reinforcing and/or dowels with the proper lap length.

3.04 PATCHING:

Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

Trenches in floor slabs shall be repaired as described in 3.03F above and concrete meeting the requirements of Section 03 30 00 CAST-IN-PLACE CONCRETE shall be poured and cured.

END OF SECTION

SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to clean up and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 01 11 00 CONTROL OF WORK AND MATERIALS
- B. Section 01 14 00 SPECIAL PROVISIONS
- C. Section 01 57 19 ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITY

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the

CLEANING UP

ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.
- B. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the building to a "like new" condition. This cleanup shall include removing all trash and debris from the premises; sweeping and mopping of all floors; washing of all walls, windows and doors; cleaning and polishing of all finish metal surfaces; cleaning of all equipment, utilizing proper solvents for removal of oil and grease; cleaning of dirt and debris out of all mechanical and electrical cabinets; and all other related work required to render the building suitable for use. Before acceptance, the Engineer shall approve the condition of the building.

END OF SECTION

SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 3. Startup and Testing
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01 74 13, CLEANING UP
- C. Section 01 78 39, PROJECT AS-BUILT RECORD DRAWINGS

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.

PROJECT CLOSEOUT

3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

- B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.
- C. The draft and completed set of as-built documents shall be submitted to the Engineer and Owner in conformance with the requirements of Section 01 78 39.

1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications the following tasks shall be completed:
 1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
 - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
 - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
 2. All shop drawings shall have final approval.
 3. All shop tests shall be complete and approved test results submitted to the Engineer.
- B. Refer to applicable technical Specification Sections for equipment checkout, certification, start-up, and testing requirements.

1.05 START-UP AND TESTING:

- A. Prior to start-up the following tasks shall be complete:
 1. All checkout and certifications shall be satisfactorily completed,

2. All operation and maintenance manuals shall be approved,
3. All preliminary training by the manufacturer's representative shall be completed,
4. An approved start-up procedure shall be in place.

1.06 FINAL CLEANING:

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.
 3. Comply with requirements of Section 01 74 13 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:
 1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.
 2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.
 3. All final training has been completed by the manufacturers' representatives.
 4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is

corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.

- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.11 COMPLETION CHECKLIST:

- A. The Project Completion Checklist, which follows, and shall be completed as the project nears completion. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No.

Project _____

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and their initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
8. Field Test Reports		
EQUIPMENT CHECKOUT AND CERTIFICATIONS		
1. Construction Complete per Drawings/Specifications		
2. Equipment Installed and Adjusted		
3. All Shop Drawings have Final Approval		
4. All Shop Tests Complete and Results Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
START-UP AND TESTING		
1. All Checkout and Certifications Complete		
2. All O&M Manuals Approved		
3. All Preliminary Training by Manufacturers Rep. Completed		
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		
SUBSTANTIAL COMPLETION		
1. All Items Coordinated Into a Fully Operational System		
2. All Equipment Units Operational at Specified Efficiencies		
3. All Field Tests Completed and Reports Submitted		
4. All Final Training by Manufacturer's Rep. Completed		
5. All Spare Parts and Lubricants Provided		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector		
2. Inspection by Owner, Engineer, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contract Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		
10. Warranties/Guarantees Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
11. Other Required Releases and Waivers Submitted (List Them)		
12. Permits Submitted (List Them)		
13. Weekly Payrolls Submitted as Required by Law		
FINAL COMPLETION		
1. All Items in Punch List Completed		
2. All Other Required Documentation Submitted (List It)		
CORRECTION/WARRANTY PERIOD		
1. Correction Period Start Date: _____ End Date: _____		
2. Specific Warranties Provided		
<u>Item</u> <u>Warranty Duration</u>		

Full name of persons signing their initials on this checklist:

END OF SECTION

PROJECT CLOSEOUT
01 78 00-8

SECTION 01 78 39

PROJECT AS-BUILT RECORD DRAWINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the Contractor's As-Built Record drawings for the project. The As-Built Record drawings for the project shall include, but are not limited to:

- A. The Contractor's construction coordination drawings for all the project disciplines. The Contractor's construction coordination drawings for the project disciplines shall be submitted to the Engineer prior to Construction of the said discipline. The Contractor's construction coordination drawings for the project disciplines shall include but are not limited to the following:

1. Landscape
2. Civil
3. Irrigation
4. Electrical
5. Process
6. Instrumentation

B. Draft Record Documents Review

Upon completion of the project construction the Contractor shall submit a complete copy of 24- by 36-inch Record Drawings to the Owner and the Engineer for review. The Owner and the Engineer shall jointly review the Record Drawings and provide comments to the Contractor. The Contractor shall modify the Record Drawings as necessary based on the comments provided by the Owner and the Engineer.

C. Final Record Documents

Upon incorporation and acceptance of the Draft Record Drawings comments from the Owner and the Engineer, the Contractor shall submit the Final Record Drawings and documentation. The Contractor shall submit two sets of 24- by 36-inch Record Drawings to the Owner and an additional two sets of 24- by 36-inch Record Drawings to the Engineer for their records. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic Record Drawing files. The electronic Record Drawing files shall be obtained from the Owner (the Engineer shall provide on behalf of the Owner if the Engineer was the project designer) and developed in AutoCAD 2023 and the submittal shall include the Final AutoCAD DWG file documents, drawing line types, blocks, etc. The actual version of AutoCAD shall be coordinated with the Engineer.

PROJECT AS-BUILT RECORD DRAWINGS

D. Pre- and Post-Construction Survey

The Contractor shall perform a pre- and post-construction survey of the entire project area. The topographic survey shall be performed by or under the supervision of and certified by a Registered Land Surveyor in the State of **Massachusetts**. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic pre- and post-construction survey files. The Contractor shall send the electronic pre- and post-construction survey files to the Engineer which shall be developed in AutoCAD 2023 and the submittal shall include the Final AutoCAD DWG file documents, drawing line types, blocks, etc. The actual version of AutoCAD shall be coordinated with the Engineer. The Contractor shall notify the Owner and Engineer at least 48-hours in advance of each survey.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Division 02 through Division 33.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one complete set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Written interpretations and clarifications.
 - 7. Field Orders.
 - 8. Field test reports properly verified.
- B. The completed set of documents shall include but are not limited to:
 - 1. Significant deviations of any nature made during construction.
- C. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 92 13

OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 RELATED WORK:

- A. Individual Technical Specification Sections Specific for Operation and Maintenance Data.
- B. Section 01 33 23, SUBMITTALS
- C. Section 01 78 00, PROJECT CLOSEOUT

1.03 FORMAT:

- A. Prepare data in form of an instructional manual.
- B. Binders: Commercial quality, 8 ½- x 11-inch three-ring binders with hardback, washable, plastic covers; two inch maximum ring size. When multiple binders are used, correlate data into related, consistent groupings. Provide a table of contents in each binder.
- C. Cover: Identify each binder cover and spine with typed or printed title OPERATION AND MAINTENANCE INSTRUCTION; list title of Project facility; identify subject matter of contents.
- D. Arrange contents by systems under section numbers and sequence of Table of Contents.
- E. Provide tabbed flyleaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data - on 20-pound paper.
- G. Drawings: Provide with reinforced punched, binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Submit certification that the data and drawings provided pertain exactly to the model, size, and series product and equipment installed in the work.
- I. All documents will be electronically scannable.
- J. All products, systems, and drawings must be cross-referenced with tag ID numbers.

OPERATION AND MAINTENANCE MANUALS

K. The manual for each piece of equipment shall be a separate document with the following specific requirement:

1. Contents:

Table of Contents and Index

Brief description of each system and components

Starting and stopping procedures

Special operating instructions

Routine maintenance procedures

Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams

One copy of each wiring diagram

One copy of each approved shop drawing and each Contractor's coordination and layout drawing

List of spare parts, manufacturer's price, and recommended quantity

Name, address and telephone number of local service representatives.

2. Material

Loose leaf on 60 pound, punched paper

Holes reinforced with plastic cloth or metal

Page size, 8 1/2- x 11-inches

Diagrams, illustrations and attached foldouts as required, of original quality, reproduced by dry copy method

Covers: oil, moisture and wear resistant 9 x 12 size

1.04 QUALITY ASSURANCE:

A. Prepare instructions and data by personnel experienced in maintenance and

OPERATION AND MAINTENANCE MANUALS

01 92 13-2

operations of described products.

1.05 CONTENTS, EACH VOLUME (BINDER):

- A. Table of Contents: Provide title of Contract, schedule of products and systems, indexed to content of the volume. A listing of all relevant tag ID numbers for each volume shall be placed immediately after the Table of Contents.
- B. For each product or systems: List names, addresses, and telephone numbers of subcontractors and suppliers, including local source of suppliers and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Text: As required to supplement product data, provide logical sequence of instructions for each procedure incorporating manufacturer's instructions.
- F. Warranties, Guarantees, and Bonds: Bind copy of each
- G. See O&M Manual Review Checklist at end of this specification section.

1.06 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification sections.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

OPERATION AND MAINTENANCE MANUALS

- B. Data submitted on all equipment shall include complete maintenance instructions (including preventive and corrective maintenance) and parts lists in sufficient detail to facilitate ordering replacements.
- C. All products, systems, equipment, electrical wiring, instrumentation wiring, personnel protection systems wiring, presented in this manual will have tag numbers corresponding to contract drawings and specifications. In the event, numbers do not exist; the Engineer will specify a series of numbers.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- E. Include color-coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequence. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter and any special operating instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required. Cross-reference lubricants to products offered by at least three major lubricant suppliers.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports, calibration data, alignment records, and other information.
- P. Additional Requirements: as specified in individual product specification sections.
- Q. Provide a listing in table of Contents for design data with tabbed flysheet and space

for insertion of data.

- R. Incorporation of all Physical Checkout information obtained through the field-testing and correction phases of the Work. Input must be specific to the actions and information obtained during those phases.

1.08 SUBMITTALS:

- A. Submit draft and final copies of operation and maintenance manuals as described as described herein.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**OPERATION AND MAINTENANCE MANUAL
REVIEW CHECKLIST**

1. Name, address, telephone of the manufacturer ☐
2. Name, address, contact name, telephone of local representative ☐
3. Name, address, telephone of the contractor ☐
4. Exploded view/general arrangement of materials of construction ☐
5. Description of operation/operating principle ☐
6. Project specific Operating parameters ☐
7. Wiring Diagrams (If Applicable) ☐
8. Troubleshooting checklist ☐
9. Recommended spare parts list with prices, and ordering instructions ☐
10. Model number and the serial number of the model provided ☐
11. Performance curves or tabulated data ☐
12. Routine Maintenance instructions/service instructions with recommended Intervals ☐
13. Assembly and disassembly instructions ☐
14. Recommended lubricants and lubrication schedule. ☐
15. Approved copies of Shop Drawings are to be included in the manual ☐
16. Startup/break-in and adjustment instructions ☐
17. Warranty information ☐

Reviewed By: _____
Weston & Sampson Engineers

Date: _____

END OF SECTION

SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Work under this Section shall consist of the careful removal, storage for reuse, transportation off-site, or demolition of all structures and site features encountered or noted to be removed or abandoned, in accordance with the Contract Drawings and these Specifications.
- B. Where structures or subsurface features are abandoned, removal shall extend to a minimum of three feet below finished grade, unless otherwise shown on the Drawings.
- C. Work shall also include the removal and disposal of all materials not called for to be reused or salvaged. Provide all labor, equipment, materials, and transportation necessary to complete the Work.
- D. Items plan referenced to be removed and stored shall be carefully removed and stored on site in a manner and location designated by the Engineer for reinstallation later as shown on the plans or as indicated by the Engineer.
- E. Items plan referenced, or as indicated by the Engineer to be removed and disposed of shall be removed from the site and properly and legally disposed of by the Contractor.
- F. Items indicated on the contract drawings or in the specifications to be removed and salvaged, or other items required to be removed by the Engineer, shall be transported to an Owner-designated municipal storage facility.
- G. Items indicated on the contract drawings or in the specifications to be removed and reset shall be carefully removed and reset in the same location as existing according to the specification and details.
- H. Demolition work includes but is not limited to:
 - 1. Concrete Pavement
 - 2. Hot Mix Asphalt Pavement
 - 3. Tree removal shall be limited to items specifically indicated on the Drawings.

1.02 PROTECTION:

SELECTIVE SITE DEMOLITION

- A. The Contractor shall assume complete responsibility and liability for the safety and structural integrity of all work and utilities to remain during demolition.
- B. Provide safeguards including, but not limited to, warning signs, barricades, temporary fences, warning lights and other items required for protection of personnel and the general public during performance of all work.
- C. All features related to protection shall be maintained until that work has been completed to the point when such safeguards are no longer required.

1.03 SPECIAL REQUIREMENTS:

- A. The Contractor shall salvage items labeled to be demolished and transport these to the Owner's City Yard unless these are called for to be reused or required by the Engineer to be disposed of.
- B. Install erosion controls to protect adjacent areas from eroded materials likely to enter wetlands, resource areas, or drainage ways/systems, downstream of areas disturbed by work activities.
- C. Where items to be demolished are located within or adjacent to pavements to remain, the Contractor shall make provisions to protect that pavement to remain. Cut concrete pavement back to score line and cut bituminous concrete pavement back far enough so as not to allow disturbance to base course materials. Pavements damaged as a result of Contractor activities shall be replaced to the extent determined by the Engineer at no additional cost to the Owner.

1.04 REFERENCES:

- A. Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges – latest edition.

PART 2 - PRODUCTS

2.01 BACKFILL:

- A. The Contractor shall provide suitable backfill as specified under Section 31 00 00 of these Specifications, to fill voids left by removal or abandonment of site features, and shall provide all pipe cap ends, mortar, brick and other material needed to cap off or plug pipes of various sizes and kinds.
- B. Suitable materials shall be used as base course fill and topsoil to the depth as specified herein. Restore disturbed areas with similar materials blended to match the line and grades of adjacent surfaces.

2.02 TEMPORARY FENCE:

- A. The work under these Items shall conform to the relevant provisions of section 644 of the MassDOT Standard Specifications.
- B. The work shall include temporary installation of chain link fence around the perimeter of the work limits where shown on the plans, and as required by the Engineer or as necessary to protect the Work.
- C. Temporary fence shall consist of 6 foot high chain link fence anchored into a base that is both stable and movable to allow access and adjustment as needed. Reclaimed existing fence fabric and materials may be used with the approval of the Engineer. The Contractor shall submit a shop drawing to the Engineer for approval prior to installation.

PART 3 - EXECUTION

3.01 SALVAGEABLE MATERIAL:

- A. Frames, grates and other salvageable material shall be carefully removed to minimize damage and stored for later reuse, transport, or removal from site.

3.02 ABANDONED STRUCTURES:

- A. All inlets and outlets shall be plugged with at least eight (8) inches of brick and mortar masonry. Upper portions of masonry structures shall be removed to a depth of three feet. The bottoms of all structures shall be broken to allow drainage, and the structure shall be filled with suitable backfill material placed in six (6) inch layers and thoroughly compacted at each level.
- B. The Engineer shall review work related to abandoned structures before backfilling. Those items not reviewed before backfilling shall be uncovered and backfill procedures observed, at no expense to the Owner.

3.03 ABANDONED PIPES OR CONDUITS:

- A. Plug previously abandoned drainpipes encountered with masonry brick at least eight (8) inches in thickness.
- B. Abandon discontinued water supplies that are encountered during the execution of this contract in accordance with Owner requirements.
- C. Electrical conduits encountered and previously abandoned shall be capped or plugged.

END OF SECTION

SELECTIVE SITE DEMOLITION

02 41 13-3

SECTION 02 41 19.16

MINOR ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Removal of existing electrical service wiring.
 - 2. Disposal of materials.
 - 3. Storage of removed materials.
 - 4. Identification of utilities.

- B. Related Sections:
 - 1. Section 02 41 13 – SITE DEMOLITION

1.2 CLOSEOUT SUBMITTALS:

- A. Section 01 78 00 – Project Closeout: Requirements for submittals.
- B. Project Record Documents: Record actual locations of capped utilities conduits and equipment abandoned in place.

1.3 PRE-INSTALLATION MEETINGS:

- A. Convene minimum one week prior to commencing work of this section.

1.4 SCHEDULING:

- A. Schedule work to coincide with new construction.
- B. Cease operations immediately when structure appears to be in danger and notify Engineer. Do not resume operations until directed.

1.5 COORDINATION:

- A. Conduct demolition to minimize interference with adjacent building areas.
- B. Coordinate and sequence demolition so as not to cause shutdown of operation of existing processes or surrounding areas.
- C. Identify salvage items in cooperation with Owner.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
- B. Verify termination points for demolished services.

3.2 PREPARATION:

- A. Erect, and maintain temporary safeguards, including warning signs and lights, barricades, and similar measures, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.

3.3 DEMOLITION:

- A. Demolition Drawings are based on casual field observation and existing record documents. Report discrepancies to Architect/Engineer before disturbing existing installation.
- B. Disconnect or shut off service to areas where electrical work is to be removed. Remove electrical fixtures, equipment, switches, outlets, conduit, and wiring not part of the final Project.
- C. De-energize electrical equipment and circuits prior to demolition. Work on energized equipment shall not be permitted unless approved in writing and performed in accordance with NFPA 70E by qualified personnel.
- D. Cap abandoned empty conduit at both ends.

3.4 CLEANING:

- A. Remove demolished materials as work progresses. Legally dispose.
- B. Keep workplace neat.

END OF SECTION

MINOR ELECTRICAL DEMOLITION

02 41 19.16-2

SECTION 03 11 00
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section of the specifications covers the furnishing and installation of forms for cast-in-place concrete.

1.02 RELATED WORK:

- A. Section 01 45 23, SPECIAL TESTING AND INSPECTIONS
- B. Section 03 21 00, CONCRETE REINFORCEMENT
- C. Section 03 30 00, CAST-IN-PLACE CONCRETE
- D. Section 03 30 13, REINFORCED CONCRETE FENCE MOWER STRIP

1.03 REFERENCES:

The following standards form a part of this specification:

American Concrete Institute (ACI)

ACI	301	Specifications for Concrete Construction

ACI	347	Guide to Formwork for Concrete

Unified Facilities Guide Specifications (UFGS)

UFGS	03 30 00	Cast-in-Place Concrete

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Forms for exterior and interior surfaces which will be exposed to view after the work is completed, whether such surfaces are painted or unpainted, shall be new plywood stock, steel, tempered masonite, or other materials which will provide smooth concrete surfaces without subsequent surface plastering. Plastic or plastic-faced forms shall not be used, except with the prior approval of the Engineer.
- B. Form ties shall be cone type or equal, with waterstop, which leaves no metal closer than 2-inches to finished face of concrete.

- C. Form release agent shall be a non-staining, non-yellowing, non-toxic liquid free from kerosene and resins of the type recommended by the manufacturer of the forming system being used such as L&M EZ Strip by LATICRETE, Bethany, CT and "Magic Kote" by Dayton Superior Corp., Miamisburg, OH or approved equal.
- D. Where steel adjacent to vertical faces of forms cannot be otherwise secured, mortar doughnuts shall be used to prevent steel from lying too close to the finish vertical faces of the concrete.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Surfaces of forms to be in contact with concrete shall be greased with nonstaining form release compound. Wetting will not be accepted as a substitute. Approval of the Engineer shall be obtained before use of coated materials or liners in lieu of form release compound, except as modified herein.

3.02 CONSTRUCTION:

- A. For concrete surfaces which will be visible after completion of the structure, painted or unpainted, the type and the precise location of form ties, nails joints between form members, and any other features which will leave a visible trace in the finished concrete, will be subject to the approval of the Engineer.
- B. Formwork shall be so constructed, braced, or tied that the formed surfaces of the concrete will be perfectly true, smooth, and to the dimensions shown on the drawings. All forms used for circular sections shall be true arcs as indicated on the drawings. Short chords will not be acceptable. Form line shall present an uninterrupted surface conforming to radii indicated on the drawings.
- C. Forms shall be sufficiently tight to prevent leakage of mortar, and when necessary shall have temporary openings as required for thorough cleaning, and as required for introduction of concrete to avoid excessive free fall. Panels damaged in stripping or otherwise shall not be reused.
- D. Unless otherwise noted on the design drawings, forms shall be filleted and chamfered at all sharp corners and exposed edges with a 3/4-inch chamfer. Chamfer shall not be used where masonry or other material will subsequently be installed flush with one of the adjacent surfaces of the concrete. Where a wash or slope is indicated on the drawings no additional chamfer is required.

3.03 REMOVAL OF FORMS

- A. Except as otherwise specifically authorized by the Engineer, forms shall not be removed before the concrete has attained a strength of at least 30 percent of the ultimate strength

CONCRETE FORMWORK

prescribed by the design and not before reaching the following number of day-degrees, whichever is longer:

<u>Forms for</u>	<u>Day-Degree*</u>
Beams and Slabs	500
Walls and vertical surfaces	200

* Day-Degree: Total number of days times average daily air temperature at surface of concrete. For example, 5 days at a daily weighted average temperature of 60 deg F equals 300 day-degrees. Temperatures below 50 deg F are not to be considered in determining Day-Degree.

- B. Where beams, girder, columns, walls and similar vertical forms are adequately supported on shores, the side forms may be removed after 24 hours of cumulative curing time provided the side forms support no loads other than the lateral pressure of the plastic concrete. Cumulative curing time represents the sum of time intervals, not necessarily consecutive, during which the temperature of the air surrounding the concrete is above 50 deg. F in accordance with American Concrete Institute standards.
- C. Shoring shall not be removed until the concrete has attained at least 70 percent of the specified strength and sufficient strength to support safely its own weight and the construction live loads upon it.
- D. Forms shall be removed in such a manner as not to impair safety and serviceability of the structure. Concrete exposed by form removal shall have sufficient strength not to be damaged by the removal operation.

END OF SECTION

SECTION 03 21 00

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section of the specification covers the furnishing and installation of reinforcement for cast-in-place concrete.

1.02 RELATED WORK:

- A. Section 01 45 23, SPECIAL TESTING AND INSPECTIONS
- B. Section 03 11 00, CONCRETE FORMWORK
- C. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 SYSTEM DESCRIPTION:

- A. Materials and construction shall conform to ACI 318 and ACI 350 unless otherwise noted on the design drawings or modified herein.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. The Contractor shall furnish the Engineer with complete checked, reinforcing steel shop drawings and bar lists. Shop drawing shall include the grade of steel used as well as splice lengths.
- B. Mill test reports shall accompany drawings. Fabrication shall not commence until the drawings and mill test reports have been released by the Engineer.
- C. When fiber reinforcement is used, the Contractor shall submit manufacturer's data confirming that material meets the specification.

1.05 REFERENCES:

- A. The following standards form a part of these specifications:

American Concrete Institute (ACI)

ACI 318 Building Code Requirements for Concrete

ACI 347 Recommended Practice for Concrete Formwork

CONCRETE REINFORCEMENT

03 21 00-1

ACI 350 Environmental Engineering Concrete Structures

ACI SP-66 ACI Detailing Manual

ASTM International (ASTM)

ASTM A185 Standard Specification for Welded Steel Wire Fabric for
Concrete
Reinforcement

ASTM A497 Specification for Welded Deformed Steel Wire Fabric for
Concrete Reinforcement

ASTM A615 Deformed Billet-Steel Bars for Concrete Reinforcement

ASTM A775 Epoxy-coated Reinforcing Steel Bars

ASTM A884 Epoxy-coated Welded Wire Fabric

American Welding Society (AWS)

AWS 12.1 Recommended Practices for Welding Reinforcing Steel, Metal
Inserts and Connections in Reinforced Concrete Construction

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Steel reinforcing bars shall conform to ASTM A615, Grade 60, and A775 if epoxy-coated bars are specified.
- B. Welded steel wire fabric shall conform to ASTM A185 or ASTM A497 and ASTM A884 if epoxy-coated fabric is specified. Gauge and spacing of wires shall be as indicated on the drawings.
- C. Reinforcing steel shall be detailed in accordance with ACI SP-66 modified as applicable to conform to ACI 350.
- D. Reinforcement shall be accurately formed to the dimensions indicated on the drawings. Bars shall be shipped to the site with bars of the same size and shape, fastened in bundles with securely wired-on metal identification tags listing both size and mark.
- E. Any bar showing cracks after bending shall be discarded.
- F. Steel failing to meet the requirements of this specification or the drawings will be rejected and shall be removed from the site immediately.

CONCRETE REINFORCEMENT

2.02 FIBER REINFORCEMENT

When called for on the drawings, concrete engineered reinforcing fibers shall be polypropylene, collated, fibrillated fibers from Fibermesh Co., 4019 Industry Drive, Chattanooga, TN; Forta Corporation, One Hundred Forta Drive, Grove City, PA; or approved equal. Only fibers designed and manufactured specifically for use in concrete from virgin polypropylene and so certified by the manufacturer shall be acceptable.

PART 3 - EXECUTION

3.01 STEEL INSTALLATION:

- A. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt, and other coatings (including ice), that reduce or destroy bond. When there is a delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned as necessary.
- B. After forms have been oiled, but before concrete is placed, all steel shall be securely wired in the exact position called for and shall be maintained in that position until all concrete is placed and compacted. Chair bars and supports shall be provided in a number and arrangement satisfactory to the Engineer.
- C. Concrete blocks having a minimum bearing area of 2-inches by 2-inches and equal in quality to that specified for the slab, shall be used for supporting reinforcing bars for slabs on grade. Wood blocks, stones, brick chips, etc., shall not be used to support reinforcement.
- D. Metal supports shall be of types that will not penetrate the surface of formwork or slab, and which will not show through or stain surfaces that are to be exposed to view, painted or unpainted.
- E. Welding of reinforcing bars will be permitted only where permission of the Engineer has been obtained in advance. Such welding shall be performed only under conditions established by the Engineer, and in accordance with AWS 12.1.
- F. Reinforcement, which is to be exposed for a considerable length of time after having been placed, shall be painted with a heavy coat of cement grout, if required by the Engineer.

3.02 FIBER INSTALLATION:

- A. Fibermesh fibers shall be used in concrete as indicated on the drawings or as specified and in strict accordance with the manufacturer's recommendations as to type and amount. The fiber manufacturer or approved distributor shall provide the services of a qualified employee for pre-job meeting and initial job start up.

END OF SECTION

CONCRETE REINFORCEMENT

03 21 00-3

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section applies to cast-in-place concrete associated with site improvements and the utility shed, including exterior flatwork, curbs, equipment pads, foundations, light pole bases, concrete slabs, and incidental site structures.

Requirements related to interior floor systems, vapor barriers, and interior finishes shall apply only where specifically indicated on the Drawings.

1.02 RELATED WORK:

- A. Section 01 45 23, SPECIAL TESTING AND INSPECTIONS
- B. Section 03 11 00, CONCRETE FORMWORK
- C. Section 03 21 00, CONCRETE REINFORCEMENT
- D. Section 07 90 00, JOINT PROTECTION
- E. Section 31 00 00, EARTHWORK
- F. Items furnished under other Sections and installed under this Section include, but are not limited to:

Items embedded in concrete, including anchors, sleeves, floor drains, castings, frames for hatches, angles, nosings, and other miscellaneous metals.

1.03 REFERENCES:

- A. The following standards form a part of these specifications:

American Concrete Institute (ACI)

- ACI 301 Structural Concrete for Buildings
- ACI 302 Recommended Practice for Concrete Floor and Slab Construction
- ACI 304 Recommended Practice for Measuring, Mixing, Transporting, and Replacing Concrete

ACI	305	Recommended Practice for Hot Weather Concreting
ACI	306	Recommended Practice for Cold Weather Concreting
ACI	318	Building Code Requirements for Reinforced Concrete
ACI	347	Recommended Practice for Concrete Formwork
ACI	350	Code Requirements for Environmental Engineering Concrete Structures

ASTM International (ASTM)

ASTM	C33	Concrete Aggregates
ASTM	C39	Compressive Strength of Cylindrical Concrete Specimens
ASTM	C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM	C87	Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
ASTM	C94	Ready-Mixed Concrete
ASTM	C143	Standard Method for Slumps of Portland Cement Concrete
ASTM	C150	Portland Cement
ASTM	C171	Sheet Materials for Curing Concrete
ASTM	C231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM	C260	Air-Entraining Admixtures for Concrete
ASTM	C309	Liquid Membrane-Forming Compounds for Curing Concrete
ASTM	C494	Chemical Admixtures for Concrete
ASTM	C595	Standard Specification for Blended Hydraulic Cements
ASTM	D1751	Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM	D1752	Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

- 1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23
SUBMITTALS, SUBMIT THE FOLLOWING:

CAST-IN-PLACE CONCRETE
03 30 00-2

- A. Shop drawings of the materials specified herein.
- B. Statement of materials constituting the design of mixes which satisfy the specified strength for each size aggregate as required by ASTM C94 shall be submitted to the Engineer within one week following award of the contract.
- C. Provide one copy of the "Certificate of Delivery" for each load of concrete as it arrives on the site, under the provisions of ASTM C94.

PART 2 - PRODUCTS

2.01 CONCRETE:

- A. Concrete conforming to the requirements listed below shall be used where indicated on the drawings. Unless otherwise indicated on the Drawings, concrete for exterior site work shall be 3,000 psi minimum at 28 days.

TABLE

Minimum Comp. Strength at 28 days (psi)	Maximum Water/Cement ratio (gallons per bag of cement)*	Cement Factor: 94 lb. Bags per cubic yard minimum**
3000	0.59 (6.9)	5.5
4000	0.48 (5.6)	6.5
5000	0.40 (4.7)	7.4

* Based on air-entrained concrete. If non-air-entrained concrete is called for, the listed maximum water/cement ratios may be increased slightly, as approved by the Engineer. The water is the total water in the mix, including free water on the aggregate.

** These are minimum amounts; increase as necessary to meet mix requirements.

- B. Concrete shall conform to ASTM C94. One copy of the Certificate of Delivery required by ASTM C94 shall be delivered to the Engineer immediately upon arrival of each load of concrete at the site. The Contractor shall be responsible for the design of the concrete mixtures.
- C. Standard compression tests of all proposed mixes shall be made by the testing laboratory or other satisfactory evidence shall be presented that the design mixes will attain the minimum strengths listed on the design drawings or called for herein, within the limitations of the ACI Code. No concrete shall be delivered to the job site until the Engineer has approved the design mixes.
- D. All concrete (unless otherwise directed) shall contain an air-entraining agent. Air

entrained concrete shall have an air content by volume of 3 to 6 percent for 1-1/2-inch aggregate and 4 to 8 percent for 3/4-inch aggregate. The air content shall be the responsibility of the testing laboratory and in accordance with ASTM C231.

- E. All concrete shall contain a mid-range water reducer to minimize cement and water content of the mix, at the specified slump, in accordance with ASTM C494.
- F. Slump for all concrete shall be from 3-inch to 4-inch, except for concrete using a superplasticizer, when the maximum slump shall be 8-inches. Any concrete having a slump greater than 4-inches (8-inches with superplasticizer) shall be promptly removed from the site.
- G. No calcium chloride or admixtures containing calcium chloride shall be added to the concrete. No admixture other than those specified shall be used in concrete without the specific written permission of the Engineer in each case.
- H. No additional water, except for the amount indicated by the design mix shall be added to the concrete without the prior permission of the Engineer.

2.02 CEMENT:

- A. The cement shall be an approved brand of American manufactured Portland Cement, Type IIA conforming to ASTM C150. The brand name and type of cement proposed for use shall be submitted to the Engineer for approval immediately following award of contract. Only one color of cement, all of the same manufacture, shall be used for the work.
- B. When the use of high-early-strength Portland cement (Type IIIA) is permitted by the Engineer the same strength requirements shall apply, but the indicated strengths shall be attained in 7 days instead of 28 days.

2.03 ADMIXTURES:

- A. Air entraining agent shall be in accordance with ASTM C260.
- B. Water reducing agent shall be a mid-range water reducer meeting ASTM C494, Type A.
- C. Water reducing agent-retarder shall be in accordance with ASTM C494, Type D.
- D. Superplasticizer agent shall be in accordance with ASTM C494, Type F or Type G and contain no more than 0.1% chloride ions. Product may be plant added or field added based on the best application considering distance, temperature and time.

2.04 AGGREGATES:

- A. Except as otherwise noted, the aggregate shall conform to the requirements of ASTM C33.
- B. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM C33.
- C. Coarse aggregate shall consist of well-graded crushed stone or washed gravel conforming to the requirements of ASTM C33.
- D. The following designated sizes of aggregate shall be the maximum employed in concrete.

2-inch for mass concrete

1½-inch for reinforced sections 18-inch and over in thickness

¾-inch for reinforced and unreinforced sections less than 18-inch thickness.

2.05 WATER:

- A. Water for concrete shall be potable, free from injurious amounts of oil, acid, alkali, organic matter and other deleterious substances.

2.06 GROUT:

- A. Grout shall be mixed in the proportions of one part Portland Cement to 2 parts sand, by volume. Only sufficient water shall be used to enable grout to barely hold its shape when squeezed into a ball in the hand. Aggregate for grout shall conform to the requirements of the reference specification for concrete. Prior approval of the Engineer shall be obtained for the use of proprietary grouts, and the instructions of the Engineer shall be followed in their use.

2.07 CURING MATERIALS:

- A. Curing compound shall be a curing/hardener compound such as Acurion by AntiHydro, Sikaguard Cure/Hard by Sika, Super Diamond Clear by Euclid or approved equal.
- B. Curing paper shall be a fiber-reinforced laminated Kraft bituminous product conforming to the requirements of ASTM C171.

2.08 JOINT FILLER:

- A. Preformed joint filler strip shall conform to ASTM D1751 or D1752, having a thickness as indicated on the drawings.
- B. Fillers shall be provided in pieces of the full thickness required. Use of multiple layers of thin pieces to make-up the full thickness will not be permitted.

2.09 JOINT SEALANT:

- A. Joint sealant for construction and control joints shall be a two-part polysulfide base sealant conforming to Thiokol's Building Trade Performance Specification, Class A (self-leveling), Type II (hardness: 35-45 Shore A).

PART 3 - EXECUTION

3.01 GENERAL:

- A. Under no circumstances shall concrete that has set or partially set before placing be used; and no retempering of concrete or grout will be permitted.
- B. Concrete placement for exterior site work shall account for seasonal limitations, weather conditions, and site access constraints.

3.02 PREPARATION:

- A. Before placing concrete, forms and the space to be occupied by the concrete shall be thoroughly cleaned and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint or other material which would tend to reduce the bond.
- B. Vapor barriers are not required for exterior site concrete unless explicitly indicated on Drawings.
- C. When no moisture barrier is used, the earth, concrete, masonry, or other water-permeable material against which concrete is to be placed shall be thoroughly saturated with water immediately before concrete is placed. No concrete shall be placed until the consolidation of the ground and the arrangement and details of forms and reinforcing have been inspected and approved by the Engineer.
- D. When joining fresh concrete to concrete which has attained full set, the latter shall be cleaned by chipping and washing off all dirt and scum and laitance. It then shall be moistened prior to placing new concrete.
- E. Concrete surfaces that act as a seat for structural members (other than those resting on grout) shall be troweled to an extremely flat and level surface. If necessary, such surfaces shall be ground off to achieve the required flatness and level.
- F. Fill concrete on top of concrete shall be placed in the locations indicated on the drawings or designated by the Engineer. Before fill concrete is placed, the following procedures shall be used to prepare surfaces; all dirt, scum and laitance shall be removed by chipping and washing. The clean, roughened base surface shall be saturated with water, but shall have no free water on the surface. A coat of 1:2 cement-sand grout, approximately 1/8-inch thick, shall be well scrubbed into the thoroughly dampened concrete base. The concrete fill shall be placed immediately, before the grout has dried or set. Fill concrete shall be brought to the lines and grades shown on the drawings or approved by the Engineer.

- G. Concrete for thrust and anchor blocks shall be placed against undisturbed earth and wooden side forms shall be used to provide satisfactory lines and dimensions. Felt roofing paper shall be placed to protect joints. No concrete shall be placed so as to cover joints, bolts or nuts, or to interfere with the removal of the joints. Minimum bearing areas and dimensions shall be as shown on the drawings.

3.03 MIXING:

- A. Concrete shall be ready-mixed, or transit-mixed, as produced by equipment acceptable to the Engineer. No hand-mixing will be permitted. Adding water in controlled amounts during the mixing cycle shall be done only with the express approval of, and in the presence of the Engineer.
- B. Ready-mix or transit-mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities for the respective conditions as stated on the nameplate. Discharge at the site shall be within 1-1/2 hours after cement was first introduced into the mix. Central mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the pre-mixed concrete is placed in the truck and shall continue without interruption until discharge. Transit-mixed concrete shall be mixed at mixing speed for at least 10 minutes immediately after charging the truck, followed by agitation without interruption until discharged.
- C. All central plant and rolling stock equipment and methods shall conform to the latest Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready-Mixed Concrete Association, as well as ACI 304 and ASTM C94.
- D. Attention is called to the importance of dispatching trucks from the batching plant so that they shall arrive at the site of the work just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.

3.04 INSTALLATION/APPLICATION/ERECTION:

- A. Placing
 - 1. No concrete shall be placed by pumping methods without the prior written approval of the Engineer. Should the Contractor be allowed to place concrete by pumping methods, procedures, mix design of concrete, and all other precautions shall be in accordance with ACI 304.2R and as approved by the Engineer.
 - 2. Concrete shall be placed in alternate areas, as defined by the construction and control joints indicated on the design drawings. A minimum of 3 days shall elapse between placement of adjacent sections.
 - 3. Segregation of the concrete shall be prevented during handling; should any segregation occur, the concrete shall be remixed before it is placed. Concrete shall

be placed in the forms in horizontal layers not over 1 to 2 feet thick. Concrete shall not be allowed to drop freely more than 4 feet. If the free drop to the point of placement must exceed 4 feet, the Contractor shall obtain the approval of the Engineer for the proposed method of depositing the concrete. The concrete shall not be required to flow over distances greater than 3 feet in any direction in the forms or on the ground, unless otherwise permitted by the Engineer.

4. Unless otherwise noted, the work begun on any day shall be completed in daylight of the same day.
5. "Cold Joints" are to be avoided, but if they occur, they are to be treated as bonded construction joints.
6. Chutes for conveying concrete shall be of U-shaped design and sized to insure a continuous flow of concrete. Flat (coal) chutes shall not be employed. Chutes shall be metal or metal-lined, and each section shall have approximately the same slope. The slope shall not be less than 25 nor more than 45 degrees and shall be such as to prevent segregation of the ingredients. The discharge end of the chute shall be provided with a baffle plate or spout to prevent segregation. If the discharge end of the chute is more than 5 feet above the surface of the concrete in the forms, a spout shall be used, and the lower end maintained as near the surface of deposit as practicable. When the operation is intermittent, the chute shall discharge into a hopper. Chutes shall be thoroughly cleaned before and after each run, and the debris and any water shall be discharged outside the forms. Concrete shall not be allowed to flow horizontally more than 5 feet.
7. Concrete during and immediately after depositing shall be thoroughly compacted by means of suitable tools. Internal type mechanical vibrators shall be employed to produce the required quality of finish. Vibration shall be done by experienced operators under close supervision and shall be carried on long enough to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents or "pumping" or migration of air. All vibrators shall be supplemented by proper wooden spade puddling adjacent to forms to remove included bubbles and honeycomb. This is essential for the top lifts of walls. All vibrators shall travel at least 10,000 rpm and be of adequate capacity. At least one vibrator shall be used for every 10 cubic yards of concrete per hour. In addition, one spare vibrator in operating condition shall be on the site.
8. Concrete slabs on the ground shall be well-tamped into place and foundation material shall be wet, tamped, and rolled until thoroughly compacted prior to placing concrete.
9. Concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete that has hardened sufficiently to cause the formation of seams and planes of weakness within the section. If a section cannot be placed continuously, construction joints may be located at points as provided for in the drawings or approved by the Engineer.

10. Chutes, hoppers, spouts, adjacent work, etc., shall be thoroughly cleaned before and after each run, and the water and debris shall not be discharged inside the form.

B. Concrete Placing During Cold Weather

1. Concrete shall not be placed on frozen ground, and no frozen material or material containing ice shall be used. Materials for concrete shall be heated when concrete is mixed, placed, or cured when the mean daily temperature is below 40°F, or is expected to fall to below 40°F, within 72 hours, and the concrete after placing shall be protected by covering, heat, or both. No accelerant shall be used to prevent freezing.
2. The temperature of concrete surfaces shall not be permitted to drop below 50°F. for at least 7 days after placement of the concrete.
3. All details of the Contractor's handling and protecting of concrete during freezing weather shall be subject to the approval and direction of the Engineer. All procedures shall be in accordance with the provisions of ACI 306.

C. Concrete Placing During Hot Weather

1. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing shall be sprinkled with cold water. The Contractor shall make every effort to minimize delays that will result in excessive mixing of the concrete after arrival on the job.
2. During periods of excessively hot weather (90°F, or above) ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305. Any concrete with a temperature above 90°F, when ready for placement will not be acceptable, and will be rejected.
3. Temperature records shall be maintained throughout the period of hot weather giving air temperature, general weather conditions (calm, windy, clear, cloudy, etc.) and relative humidity. The record shall include checks on temperature of concrete as delivered and after placing in forms. Data should be correlated with the progress of the work so that conditions surrounding the construction of any part of the structure can be ascertained.

D. Pipes And Embedded Metals

1. Special care shall be taken to bring the concrete into solid contact with pipes, sleeves, anchors, and other items embedded in concrete. Consolidate concrete around embedded items to eliminate voids and honeycombing.
2. In general, such embedded items are not shown on the structural design drawings.

Design drawings of the other trades shall be consulted for their location and details.

3. Anchor bolt location, size and details shall be verified with the equipment manufacturer's certified drawings before installation.
4. Anchor bolts, reglets, sleeves, edge angles and similar embedded items will be provided, delivered to the site under other Sections of the specification, for installation under this Section.
5. Where edge angles, etc., have nuts welded on to receive machine screws, the threads of the nuts shall be protected from concrete, and the concrete shall be excluded from the space to be occupied by the screw, by the use of wood plugs or other effective means.
6. Inserts required for hanging mechanical and electrical items shall be provided and installed in the forms under the mechanical and electrical sections of the specification.
7. Should the Contractor be allowed to leave openings in the concrete for pipes or ironwork, to await the arrival of items that would delay the prosecution of the work, the openings shall be subject to the approval of the Engineer. Appropriate construction joints shall be provided. In filling any such openings with concrete, a mixture of 1: 1-1/2 : 3 shall be used and a watertight bond shall be secured between the old and new concrete.
8. In bolting miscellaneous items to concrete after the concrete has set, expansion bolts of an approved pattern and type shall be used. The Contractor shall submit to the Engineer, for approval, the types of expansion bolts. Expansion bolts shall not be used until they are approved.

E. Curing

1. Concrete curing shall be performed as specified in ACI 301 and as stated herein. All curing procedures shall have prior approval of the Engineer.
2. Concrete Floors

Concrete floor requirements shall apply to interior or enclosed concrete slabs indicated on the Drawings. Concrete floors which are to receive paint, concrete fill, mortar setting beds, grout fill, or any other subsequent finish shall be cured by one of the following procedures immediately after completion of placement and finishing:

- a. Ponding or continuous sprinkling.
- b. Application of absorptive mats or fabric kept continuously wet.

- c. Application of sand kept continuously wet.
 - d. Application of waterproof sheet materials conforming to ASTM C171.
 - e. Application of curing compounds conforming to ASTM C309, if it can be demonstrated to the Engineer's satisfaction that the compound is applicable and that it will not prevent bonding of the subsequent finish to be received. Compound shall be placed at a rate of 200 square feet per gallon, in two applications perpendicular to each other.
3. Curing procedure shall be continued for at least 7 days.
- a. Moisture loss from surface placed against metal or wood forms shall be minimized by keeping forms wet until removal.
 - b. Curing shall be continued for at least 7 days. When forms are removed during the curing period, surfaces shall be cured by spraying or by the use of a curing compound as previously specified.
 - c. Surfaces shall be protected from traffic or damage until surfaces have hardened sufficiently. If necessary, 1/2-inch thick plywood sheets shall be used to protect the exposed surface.

F. Bracing And Supports

- 1. All concrete members shall be adequately and safely supported and braced until the permanent supports and braces are installed.
- 2. Backfilling against exterior walls shall not be done until supporting slabs are in place and have attained 70 percent of design strength, otherwise walls shall be braced against earth lateral pressure, using a system approved by the Engineer.
- 3. Backfilling against retaining walls shall not commence until the wall concrete has reached its 28-day strength.

G. Removing Forms and Supports

- 1. Removal of forms shall take place in accordance with ACI 347, Section 3.6. Except as otherwise specifically authorized by the Engineer, forms shall not be removed until the concrete has aged for the following number of day-degrees or attained 50 percent strength. (Day-degrees equals the total number of days times the average daily air temperature at the surface of concrete. For example, 5 days at a daily average temperature of 60°F. equals 300 day-degrees.)

Location

Day-Degrees

Beams and Slabs

500

CAST-IN-PLACE CONCRETE

03 30 00-11

Walls and Vertical Surfaces 200

2. Shores under beams and slabs shall not be removed until the concrete has attained at least 70 percent of the specified cylinder strength and also sufficient strength to support safely its own weight and the construction loads upon it.

H. Patching

1. Defective concrete and honeycombed areas as determined by the Engineer shall be chipped down reasonably square and at least one-inch deep to sound concrete by means of hand chisels or pneumatic chipping hammers. Irregular voids or surface stones need not be removed if they are sound, free of laitance, and firmly imbedded in the parent concrete, subject to Engineer's final inspection. If honeycomb exists around reinforcement, chip to provide a clear space at least 1-inch wide all around the steel. For areas less than 1-1/2 inches deep, the patch may be made following the procedure for filling form tie holes, described in the subsection below, using adequately dry (non-trowelable) mixtures to avoid sagging. Thicker repairs will require build-up in 1-inch layers on successive days. Unless otherwise indicated, thicker repairs shall be made with Vertipatch mortar mixture blended with Acryl-Set, both by Master Builders, Inc., Cleveland, Ohio, or approved equal.
2. For concrete areas exposed to serious abrasion and/or impact forces, the Engineer may order the use of grout with a non-shrink metallic aggregate (Embeco by Master Builders, Inc.; Ironite by Fox Industries, Madison, IL; or approved equal) as an additive in the proportions listed below:

Material	Small Patches		Large Formed Patches	
	Volumes	Weights	Volumes	Weights
Cement	1.0	1.0	1.0	1.0
Metal Aggregate	0.15	0.25	0.2	0.33
Sand	1.5	1.5	1.5	1.0
Pea Gravel	--	--	1.5	1.5

I. Finishing Of Formed Surfaces

1. All concrete that is to be left exposed to view shall be scraped to remove projecting imperfections left by voids in the forms.
2. In addition to scraping, exterior exposed concrete shall be covered with a cement-base plaster mix. The mix shall consist of Thoroseal Plastic Mix and Acryl 60, as manufactured by Standard Drywall Products, Miami, FL, or approved equal. It shall be mixed and applied in accordance with the manufacturer's recommendations.
3. To permit satisfactory finishing, forms shall be removed from the vertical faces of the concrete as early as is possible without damaging the surface. Immediately after

stripping forms, any fins or projections left by the forms shall be chipped off, and the surfaces rubbed smooth.

4. Form tie holes and other voids and faults shall be patched. Voids shall be cleaned out, roughened, thoroughly wetted, coated with neat cement paste, and filled with mortar of cement and sand in the same proportions, materials, and color as used in the concrete. The surface of the patch shall be flush with the surrounding surface after finishing operations are complete. Surface shall be kept continuously damp until patches are firm enough to be rubbed without damage.
5. Rubbing shall be performed while the surface is wet using a carborundum or cement sand brick, to achieve a smooth uniform, even textured finish. Patched and chipped areas shall be blended to match as closely as possible the appearance of the rest of the surface. No cement wash or plastering will be permitted, and no mortar shall be used except as required above.
6. Where finishing is performed before the end of the curing period, concrete shall under no circumstances be permitted to dry out and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

***J. Testing**

1. Concrete testing and inspection shall be performed by an Owner-retained testing agency. The Contractor shall provide access, coordination, and assistance as required. The Engineer shall approve the testing laboratory and shall inform the Contractor when samples are to be taken.
 - a. The Testing Laboratory shall conform to the requirements of ASTM E-329 as modified in **780 CMR R1 in the MA State Building Code**. The State Board of Building Regulations and Standards shall license them.
2. At least one slump test shall be performed from each truckload of concrete. The sample for slump shall be taken from the middle third of a truckload. Air content tests shall be made at the discretion of the Engineer. If the measured slump or air content falls outside the specified limits, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, the concrete shall be considered to have failed the requirements of the specification and shall be immediately removed from the jobsite to be discarded.
3. The Contractor shall advise the Engineer of its readiness to proceed with concrete placement at least one working day prior to each placement. The Engineer will inspect the preparations for concrete, including the preparation of previously placed concrete, the reinforcing, and the alignment and tightness of formwork. No placement shall be made without the prior approval of the Engineer.
4. A minimum of four standard compression test cylinders shall be made and tested

for **each 100 cubic yards or fraction thereof** for each type and design strength of concrete from each day's placement of concrete. One cylinder shall be tested at 7 days and two cylinders at 28 days. The fourth cylinder from each set shall be kept until the 28 day test report on the second and third cylinders in the same set has been received. The Engineer reserves the right to require test cylinders to be made for each truckload of concrete if the nature of the project or project experience indicates such additional tests are required for proper control of concrete quality; **such tests will be at the Owner's expense.**

5. The strength level shall be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified strength f'_c , and no individual strength test (average of two cylinders) result falls below the specified strength f'_c by more than 500 psi.
6. In the event the average compressive strength of the two 28 day cylinders do not achieve the required level, the Engineer may elect to test the fourth cylinder immediately or test it after 56 days.

K. Failure To Meet Requirements

1. The Engineer shall have the right to reject concrete represented by low strength tests or to agree to further testing of the concrete. Rejected concrete shall be promptly removed and replaced with concrete conforming to the specification. The decision of the Engineer as to whether substandard concrete is to be accepted or rejected or additional tests shall be conducted shall be final. All direct and indirect costs associated with further curing and testing of the concrete shall be at the Contractor's expense. All costs associated with removing rejected concrete, placing new concrete, and conducting tests on new concrete shall be at the Contractor's expense.
2. If the Engineer agrees to consider further curing and/or testing of the concrete before making a final decision, the Contractor shall submit a detailed plan to the Engineer, including proposed criteria for acceptance of the concrete. The plan may include additional curing of the concrete, drilling and testing of cores, load testing of the structure, or a combination.
3. If additional curing is permitted before further inspection and testing, the Contractor shall provide any necessary materials and labor to further cure the suspect concrete.
4. If drilling and testing of cores is permitted, the Contractor shall be responsible for obtaining the cores, including provision of ladders, scaffolding, and such incidental equipment as may be required. If additional curing is permitted, cores shall be drilled after the curing period, and shall be in accordance with ASTM Methods C39 and C42. The Contractor shall repair all core holes to the satisfaction of the Engineer.

5. The burden of proof, including, but not limited to the work of cutting and testing the cores, inspection, evaluation, engineering, repair of the holes, or removal and replacement of the concrete in question, and all associated costs therefor, shall be at the expense of the Contractor.
6. If load testing of the concrete is permitted, and if not otherwise indicated, slabs or beams under load test shall be loaded with their own weights plus a superimposed load of 2 times the design live load. The load shall be applied uniformly over the portion being tested in the approved manner and left in position for 24 hours. The structure shall be considered satisfactory if deflection "D" in feet, at end of 24-hour period, does not exceed the following value:

$$D \text{ equals } 0.001 (L \times L)/t$$

in which "L" is span in feet, "t" is depth of slab, or beam in inches. If deflection exceeds "D" in the above formula, the concrete shall be considered faulty unless within 24 hours after removal of the load, the slab, or beam under test recovers at least 75 percent of the observed deflection.

7. If the suspect concrete still fails to meet specification requirements, the Engineer shall have the right to reject the concrete, have it removed and replaced, in accordance with paragraph 5 above, or to require mechanical strengthening of the concrete to satisfy project requirements. The Contractor shall submit a removal and replacement plan for review by the Engineer.

END OF SECTION

SECTION 03 30 13

REINFORCED CONCRETE FENCE MOWER STRIP

PART 1 - GENERAL

1.01 SCOPE OF WORK:

The work to be done in this section shall be to construct a cast in place reinforced concrete fence strip (mower strip) as located and detailed in the plans and as specified herein. The Contractor shall furnish all labor, material, equipment and transportation necessary to accomplish this task.

1.02 REFERENCE STANDARDS:

- A. References herein to any technical society, organization, group of body are made in accordance with the following abbreviations.

AASHTO American Association of State Highway and Transportation
Officials

ANSI American National Standards Institute

ASTM ASTM International

1.03 RELATED WORK:

- A. Section 01 45 23, SPECIAL TESTING AND INSPECTIONS
- B. Section 03 11 00, CONCRETE FORMWORK
- C. Section 03 21 00, CONCRETE REINFORCEMENT
- D. Section 31 00 00, EARTHWORK

PART 2 - PRODUCTS

2.01	Gravel base shall conform to Section 31 00 00 of these Specifications.
2.02	Forms, reinforcing steel and cement concrete cast-in-place shall conform to Section 03 30 00 of these Specifications.
2.03	All fence posts shall be set into place in accordance with shop drawings and fencing layout: mower strip to be poured between post footings with tooled construction joints.
2.04	Cement Concrete shall conform to Section 03 30 00 of these Specifications.

REINFORCED CONCRETE FENCE MOWER STRIP

- 2.05 Preformed expansion joint filler shall be of a non-extruding and resilient non-bituminous type conforming to AASHTO-M135.

PART 3- EXECUTION

- 3.01 Excavation shall conform to Section 31 00 00 of these Specifications.
- 3.02 Placement and compaction of processed gravel shall conform to Section 31 00 00 of these Specifications.
- 3.03 Placement of reinforcing steel shall conform to Section 03 30 00 of these Specifications; coordinate with fencing sections; cast cement concrete against post footings, tool joints, and expansion joints.
- 3.04 Placement and Finish of Cement Concrete: The concrete shall be placed in such quantity that after being thoroughly consolidated in place it shall be six (6) inches or twelve (12) inches in depth as designated on the plans and details unless otherwise called out specifically in the plans. No finishing operation shall be performed until all bled water and water sheen has left the surface and the concrete has started to stiffen. After the water sheen has disappeared, edging operations where required shall be completed. All tool marks and form marks shall be eliminated on all visible surfaces. After edging and jointing operations, the surface shall be floated with aluminum or magnesium floats. If necessary, tooled construction joints and edges shall be rerun to maintain uniformity.
- 3.05 Curing of cement concrete shall conform to Section 03 30 00 of these Specifications.

END OF SECTION

SECTION 05 50 00

MISCELLANEOUS METALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section includes exterior stainless steel handrails associated with accessible ramps and walkways, including posts, rails, fittings, anchors and accessories, as shown on the Drawings.

1.02 RELATED WORK:

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 QUALITY ASSURANCE:

- A. The drawings show the character and extent of the work required, but do not attempt to show all methods, materials, and details of construction, fastening, etc. Supplementary parts customarily necessary to complete an item, though such parts are not definitely shown or specified, shall be included as part of the item.
- B. Details of construction of the various items shall be submitted on the shop drawings. High quality construction with a neat, finished, and workmanlike appearance will be required.
- C. The size and spacing of screws, connectors, anchors, and similar items, and the size and dimensions of metal items stated herein shall apply in general; specific sizes and spacing of fasteners and dimensions of metal items listed on the drawings shall take precedence.
- D. Items supplied hereunder which are required to be built into concrete, masonry, etc., shall be delivered to the site at locations as required by the Owner or Engineer, and as required by the overall construction schedule.
- E. Manufacturers of other products comparable in quality and type to those specified will be acceptable if satisfactory data on past performance and other required information is furnished by the Contractor, and if approved by the Engineer.

1.04 REFERENCES:

- A. The following standards from a part of these specifications, and indicate the minimum standards required:

ASTM International (ASTM)

ASTM	A240	Chromium and Chromium-Nickel Stainless Steel Plate, Sheet and Strip

MISCELLANEOUS METALS

05 50 00-1

American Welding Society (AWS)

AWS D1.6 Structural Welding Code – Stainless Steel

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Before fabricating or assembling stainless steel handrails, submit samples indicating finish, texture and appearance for review.
- B. Shop drawings for all metalwork included in this section shall be submitted to the Engineer for review.
- C. The shop drawings shall be complete and checked, showing sizes, layout, method of assembly, fastenings, anchorage or connection with other work, finish, and coatings, etc.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. STAINLESS STEEL:

- 1. Stainless steel handrails, posts and fittings shall be Type 316 unless noted otherwise on the Drawings, suitable for coastal environments.

B. FASTENERS:

- 1. Metalwork shall be complete, with all bolts, anchors, plates, washers, clamps, screws, studs and other such devices for proper securing and anchoring. Where positions of anchorages can be predetermined, they shall be shop-installed on the item; otherwise, the material or equipment to be fastened shall be expansion bolted, toggle bolted, screwed, or otherwise fastened as shown on the drawings or called for herein.
- 2. Bolts, nuts and fasteners shall be stainless steel and galvanically compatible with adjoining materials.
- 3. Expansion bolts for use in concrete and masonry shall be of one manufacturer and shall be approved. Bolts shall be Kwik Bolt concrete anchors manufactured by Hilti Corp.; Trubolt+ manufactured by Red Head Concrete Anchoring Specialists; Wej-it manufactured by Wej-it Fastening Systems; or an approved equal product. Expansion anchors shall be stainless steel suitable for use with stainless steel handrails in exterior coastal environments.

MISCELLANEOUS METALS

4. The centerline of expansion shields shall not be closer than 3-inches to the edge of any concrete or masonry in which they are placed.
5. Material for fasteners shall match or be galvanically compatible with the materials fastened. Washers, nuts and other accessories shall match the bolts.
6. Where the specific type, material, size and spacing of fasteners has not been called for on the drawings or in specifications, the fasteners proposed by the Contractor shall be reviewed by the Engineer. If, in the opinion of the Engineer, they are not in accordance with good safety practices, the contractor shall revise and resubmit appropriate fasteners.

C. HANDRAILS, RAILINGS AND POSTS:

1. Fixed handrails, railings, and posts shall comply with OSHA and the Commonwealth of Massachusetts requirements and shall be capable of withstanding a 200-pound concentrated load applied at any point and in any direction at the top rail. Unless otherwise indicated on the Drawings, handrails, rails, and posts shall be fabricated from 1-1/4" nominal Schedule 40 stainless steel pipe, 1.66" O.D. Provide internal reinforcement within posts and/or rails as required to meet structural performance criteria and the 200-pound load requirement.
2. Bends in tubing shall be machine-bent or made with manufactured elbows. Rail ends which are not continuous with posts or bolted to the wall shall have self-returns to solid walls or shall have rounded end caps where there is no adjacent wall.
3. Except as otherwise indicated on the Drawings or required to meet structural or code requirements, maximum post spacing shall be 5 feet. Arrangement and spacing of secondary rails, balusters, etc., shall be as shown on the drawings.
4. Submit certification by a professional engineer licensed in the state where the project is located, stating load capacity.
5. Handrails shall comply with ADA and Massachusetts Architectural Access Board (521 CMR) requirements.

PART 3 - EXECUTION

3.01 WELDING OF STAINLESS STEEL:

- A. Welding of stainless steel shall comply with AWS D1.6. Exposed welds shall be ground smooth and finished to match adjacent surfaces.

3.02 FABRICATION AND ERECTION:

MISCELLANEOUS METALS

- A. Metalwork shall be complete with all necessary bolts, nuts, washers, anchors, plates, fastenings, and other fittings. To the extent possible, holes for attachment of blocking, clip angles, etc. shall be shop punched. Where shop punching is impracticable, holes shall be field drilled. Burned holes will not be permitted.
- B. Material shall be straight, accurately fabricated with joints neatly framed, square, and well-riveted, bolted, or welded.
- C. Metalwork to receive hardware shall have all cutouts and attachments accurately made using the hardware itself or templates where necessary.
- D. Metalwork shall be accurately set and secured in position, with lines plumb and level and surfaces flush and square, or as otherwise required to conform to the structure as shown on the drawings.
- E. Metalwork shall have sufficient anchors, well- fastened. Anchors shall be welded to steelwork and shall be staggered where attached to structural shapes. Metal- work impracticable to set before masonry is built shall be anchored to it with approved expansion bolts set in solid masonry units or in concrete.
- F. Miscellaneous metalwork shall be plainly marked to indicate its location in the structure.

END OF SECTION

SECTION 07 90 00

JOINT PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers the sealing of joints designated on the drawings or specified herein, including but not limited to, concrete to concrete, masonry to concrete, structural steel to concrete, structural steel to masonry, and any other metal surfaces butting to another metal, concrete or masonry.
- B. The above-mentioned joints shall be sealed even if not called out on the drawings.
- C. Seal beneath threshold and other items required to be set in caulking compound shall be by the trade installing the item.

1.02 RELATED WORK:

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 REFERENCES:

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM International (ASTM)

ASTM C920 Specification for Elastomeric Joint Sealant

ASTM C 1193 Standard Guide for Use of Joint Sealants

ASTM D1667 Specification for Flexible Cellular Materials – Vinyl Chloride
Polymers and Copolymers (Closed-cell Foam)

United States of America Standards Institute (USA)

USA 116.1 Standard Specification for Polysulfide-Base Sealing Compounds for
the Building Trade

- B. When reference is made to one of the above standards, the revisions in effect at the time of bid opening shall apply.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23
SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature of the materials of this section.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Materials shall be delivered to the site in the original, unopened, factory-sealed containers, bearing the manufacturer's label fully identifying the material and the producing company.
- B. Handle materials with care. Do not dump from trucks or delivery vehicles nor handle in any manner likely to cause damage.

1.06 QUALITY ASSURANCE:

- A. Materials shall not be applied in wet weather or to wet or damp surfaces. No work shall be performed when the temperature is below 40 degrees Fahrenheit. Surfaces shall not be caulked until thirty days after completion of concrete, masonry work, or patching, whichever is later. At least three good drying days shall immediately precede application. Application shall in each case be in accordance with the instructions of the manufacturer of the material, except as modified herein.
- B. Surrounding areas which are not to be coated shall be completely protected from spray, spattering, or dripping, using drop cloths or other protective measures, as required. Spillage or dripping which occurs shall be immediately and completely removed, leaving no stain. Solvents or cleaning methods shall be those recommended by the manufacturer of the material being used.
- C. Furnish the service of a competent field representative of the approved manufacturer of the sealant. The field representative shall be present at the work site prior to any mixing of components to instruct on application and inspection of procedures and to inspect the finish or the prepared surfaces prior to application of the sealant. The representative shall make at least one additional visit to the site as the work progresses and shall report on each visit to the Contractor and the Engineer, advising as to whether the application is being performed in accordance with this specification and the printed instructions of the manufacturers.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Sealants and primers for use with sealants shall be as manufactured by J.B. Fred Kuhls, Brooklyn, New York; Minwax Co., Inc., New York, New York; Dewey and Almy Chemical Division of W.R. Grace & Co., Cambridge, Massachusetts; Sonneborn Building Products, New York, New York; or an approved equal product.

2.02 MATERIALS:

- A. Sealants

1. Sealants shall be non-staining materials conforming to the requirements of United States of America Standards Institute "Standard Specification for Polysulfide-Base Sealing Compounds for the Building Trade", USA 116.1. Compound shall be Class A (self-leveling), or Class B (non-sag), as applicable in each case for the joint to be caulked. Color of sealant shall match as closely as possible the color of the surrounding materials, and when used adjacent to masonry work the compound shall match the color of the mortar in the masonry joints. Precise color shall in all cases be subject to the approval of the Engineer.
- B. Joint Cleaner
 1. Non-corrosive and non-staining type, recommended by sealant manufacturer and compatible with joint forming materials.
- C. Primer
 1. Primer shall be non-staining type as recommended by the manufacturer of the sealant.
- D. Back-Up Material
 1. Back-up material for sealer shall be a non-staining type oakum, treated to prevent rot, or shall be a non-staining, compressible, closed-cell joint filler of polyvinyl chloride, neoprene vinyl, or a similar inert and permanent back-up material approved in advance by the Engineer. Back-up materials containing oil or grease and materials which are not compatible with the primers and caulking compound shall not be used. Tremco Joint Backing and Dow Corning "Ethafom" are approved back-up materials.
- E. Bond Breaker
 1. Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape which will satisfactorily adhere to the premolded joint filler or concrete surface as required. The tape shall be the same width as the joint.
 2. Bond breaker for concrete other than where tape is specifically called for shall be either bond breaker tape or a nonstaining type bond prevention coating such as Williams Tilt-up Compound by Williams Distributors, Inc. Silcoseal 77 by Nox-Crete Incorporated or equal.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION:

- A. Where recommended by the manufacturer of the sealant, primer shall be used before sealant is applied. Copper to be in contact with sealant shall be primed with five-pound cut shellac or as recommended by the sealant manufacturer, before sealant material is applied. Aluminum, stainless steel, and other materials shall have any protective film removed using a cloth dampened with Toluol, Xylol, or other suitable solvent.

3.03 APPLICATION:

- A. Sealant shall be mixed and applied in accordance with the manufacturer's printed directions. No materials shall be added to the compound.
- B. Joints and spaces to be caulked shall be clean, dust-free, and dry. Mortar droppings, construction debris, and other foreign matter shall be removed from the joint before it is caulked. Raking out excess mortar in masonry and similar joints which are to be caulked shall be performed by the trade responsible for installing the mortar.
- C. The joint or space to be sealed shall be packed tight with oakum or other approved filler materials, leaving a space approximately square in cross-section, and in no case deeper than half of its width, to receive the caulking compound. Filler materials shall be sufficiently wider than the joint in which they are used to provide adequate resistance when sealant material is being gunned into the joint.
- D. Sealant shall be applied with a gun, using a nozzle of proper size to fit the joint width, and shall be forced into the joints with sufficient pressure to expel all air and fill the joint solid. Superficial pointing of joints with a skin bead will not be accepted. Sealant shall be uniformly smooth and free from wrinkles and shall have a slightly concave joint profile when dry. Intersections of beads shall form neat miters. Sealant at edges of the joint shall be flush with the edges of the adjacent surfaces. Excess sealant material shall be removed. Improperly filled or finished joints shall be raked out and resealed.
- E. Sealant depth shall not exceed one-half of joint width.
- F. Particular care shall be taken not to soil adjacent surfaces. Spillage or excess material shall be removed immediately, leaving no stain. Masking tape shall be used as required to protect surrounding surfaces and prevent staining. Masking tape shall be removed immediately after tooling the sealant. Adjacent surfaces soiled by operations under this section shall be cleaned to equal their condition before the start of the caulking work.
- G. Spaces left between walls and elements of roof shall be filled with back-up material inserts and then caulked on both sides.

END OF SECTION

SECTION 10 14 53

TRAFFIC AND SITE SIGNAGE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The work of this Section consists of all park signage and related items as indicated on the Drawings and/or as specified herein and includes, but is not limited to, the following:

- 1. Signage with posts

1.02 RELATED WORK

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 REFERENCES

- A. All signage shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD)
- B. All of the Contract Documents, including the General and Supplementary Conditions and Division 0 – Bidding Documents, Contract Forms, and Conditions of the Contract and Division 1 – General Requirements, are hereby incorporated into and made a part of this Section.
- C. Carefully examine all Drawings and applicable Specification Sections for requirements affecting the work of this Section.

1.04 SAMPLES AND SUBMITTALS: IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. At least thirty days prior to intended use, the Contractor shall provide the following samples and submittals for approval in conformance with requirements of this specification. Do not order materials until Engineer's approval of samples, certifications or test results have been attained. Delivered materials shall closely match the approved samples.
 - 1. Shop Drawings: Submit detailed shop drawings for each item required to be fabricated or installed under work of this Section. Include plans, sections, and details as required to show completely materials, layout, jointing, clearances and connections for all items required. Shop drawings for handrails at stairs and at other site conditions requiring accurate dimensional relationships to as-built construction shall be prepared following a review and confirmation of as-built measurements and conditions for areas scheduled to receive miscellaneous metal items. Submit shop drawings for the following:

TRAFFIC AND SITE SIGNAGE

- a. Signage
- 2. Material Samples: Submit samples for each material for the following:
 - a. lumber post – submit one (1) sample

PART 2 - PRODUCTS

2.01 SIGNS

- A. The contractor shall furnish and install all signs included in the schedule. Shop drawings for each sign will be produced for review, comment and approval prior to final manufacturing.

2.02 LUMBER SIGN POSTS

- A. Sign posts for both accessible parking space sign and park rules sign shall be 4"x4" pressure treated (PT) lumber, painted with exterior paint, color: California Paints Ultra Semi Gloss Charcoal Slate (40293 Deep Base), or approved equal.
- B. Poured-in-place concrete footings, where required, shall conform to requirements of Section 03 30 00, CAST-IN-PLACE CONCRETE.

PART 3 - EXECUTION

3.01 LUMBER SIGN POSTS

- A. Install lumber sign posts in conformance to details, and approved shop drawings. Measure on-site conditions to receive posts prior to preparing shop drawings.

END OF SECTION

SECTION 11 68 33

ATHLETIC EQUIPMENT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Provide site improvements in the locations shown or as described herein, complete with anchorages and associated site work.
- B. ADD ALTERNATE #1 – SCOREBOARD
 - a. If accepted by the Owner, furnish and install a complete and fully operational scoreboard system as indicated on the Drawings and specified herein.
 - b. Work shall include, but not be limited to, scoreboard cabinet, identification panel, arch truss, Owner-approved graphics and logo, horn, controller, receiver, support posts, mounting hardware, delegated structural design, concrete foundations, reinforcing, anchor bolts, electrical power and distribution from the designated point of connection, grounding, surge protection, control equipment, programming, testing, commissioning, training, and restoration of disturbed areas.
 - c. The Add Alternate price shall include all labor, materials, equipment, excavation, temporary work, coordination, overhead, profit, and incidental work required for a complete installation, except for items expressly identified as Owner-furnished or included in the Base Bid.
 - d. Do not perform Work associated with Add Alternate No. 1 unless the Alternate is accepted by the Owner and incorporated into the Contract.
 - e. Refer to the Bid Form and Section 01 23 00, “Alternates,” for pricing, acceptance, and Contract Time requirements.

1.02 RELATED WORK:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.
- B. Division 01, GENERAL REQUIREMENTS
- C. Section 03 30 00, CAST-IN-PLACE CONCRETE
- D. Section 31 00 00, EARTHWORK

1.03 SUBMITTALS:

- A. In accordance with the requirements of Section 01 33 23 SUBMITTALS, Contractor shall submit catalog information on site improvements for review by Landscape Architect/Engineer.

ATHLETIC EQUIPMENT

PART 2 - PRODUCTS**2.01 PLAYER BENCHES**

- A. Model: ATBBRSP - Surface Mounted Aluminum Team Bench with Back Rest as Manufactured and Supplied by:
 - a. Sportsfield Specialties, Inc.
P.O. Box 231
41155 State Highway 10
Delhi, NY 13753
p. 888-975-3343
www.sportsfieldspecialties.com
- B. Components:
 - a. Aluminum Team Bench with Back Rest:
 - i. Standard Length:
 - 1. Team Bench: 15' (ATBBRSP15). Refer to plan for quantities
 - 2. Referee Bench: 8' (ATBBRSP8). Refer to plan for quantities
 - ii. Fully Welded Frame Fabricated with 2" x 2" x 1/8" (0.125") Square Aluminum Tubing
 - 1. Durable Powder Coated Finish
 - 2. Weather Resistant and Unsusceptible to Rust
 - iii. Colors:
 - 1. Frame: Provide a submittal for landscape architect review.
 - 2. Aluminum Extrusions: Post Office Blue II. Provide a submittal for landscape architect review.
 - iv. 8" and 10" Textured Aluminum Extrusion Seat and Backrest Planking Material
 - v. Weather Resistant and Unsusceptible to Rust
 - vi. Include Concrete Wedge Anchors for Surface Mounting to Concrete Floor/Slab
 - vii. 5-Year Manufacturer's Limited Product Warranty

2.02 SCOREBOARD – ADD ALTERNATE #1

- A. Daktronics SO-918 single-sided soccer scoreboard displays period time to 99:59, HOME and GUEST scores to 99 and HALF (or PERIOD or QTR) to nine. During the last minute of the period, the clock displays time to 1/10 of a second.
 - a. Daktronics, INC. – Represented by Scoreboard Enterprises, Inc.
274 Fruit Street
Mansfield, MA 02048
508-339-8113
 - b. or approved equal.
- B. General information
 - a. Dimensions:

- i. Overall scoreboard equipment dimensions: 8'-0" high x 12'-0" wide
 - 1. Scoreboard: Dimensions: 4'-0" (1.22 m) high, 12'-0" (3.66 m) wide, 0'-8" (203 mm) deep
 - 2. Outdoor non-backlit advertising/identification panel 2'-0" high, 12'-0"
 - 3. Arch Truss (50% lettering/logo and screen backing): 2'-0" tall, 12'-0" wide
 - a. Provide 2'-6" diameter Nantucket logo at center of truss. Provide shop drawing for landscape architect approval.
 - b. Weight: Approximate weight of 180 lbs. Verify loads per manufacturer shop drawings.
 - c. Power requirement: 260 W (white digits)
 - d. Standard Color: Navy Blue, #42111. Provide submittal for landscape architect approval.
- C. Construction
 - a. Alcoa aluminum alloy 5052 for excellent corrosion resistance
 - b. Scoreboard back, face, and perimeter: 0.063" (1.60 mm) thick
 - c. Scoreboard top and bottom: 0.125" (3.18 mm) thick
- D. Digits
 - a. LED color: White
 - b. Text shall read 18" (457 mm) high.
 - i. HOME
 - ii. GUEST
 - iii. PERIOD
 - iv. Clock digits
 - c. Seven bar segments per digit
 - d. PanaView® LED digit technology
 - e. All digits are sealed front and back with weather-tight silicone gel
- E. Captions
 - a. Vinyl applied directly to scoreboard face;
 - b. HOME and GUEST captions: 10" (254 mm) high
 - c. PERIOD caption: 8" (203 mm) high
 - d. Color: Standard white
- F. Border Striping
 - a. Vinyl striping applied around the scoreboard face
 - b. Color: Standard white
- G. Accessory Equipment
 - a. 12VDC Trumpet Horn w/ power supply
 - b. DA-1001-12 Arch Truss
 - c. Name/Logo Accent: ID Panel
 - i. Facility "NANTUCKET" in white, serif font.
 - ii. Sizing: 24"H Panel

H. Scoring Console

- a. RC-100 Handheld Controller Kit. Wireless handheld controller with 900 MHz spread spectrum radio with 15 non-interfering channels and up to 10 hours of operation via internal rechargeable battery.
- b. RC-200 Receiver Kit

I. Supports and foundations

- a. Provide manufacturer-recommended support posts, cross-members, mounting brackets, fasteners, anchor bolts, and concrete foundations required for a complete installation.
- b. Support and foundation design shall be based on project-specific wind loads, equipment loads, and subsurface conditions.
- c. Provide delegated structural design calculations and foundation drawings signed and sealed by a Structural Engineer licensed in the Commonwealth of Massachusetts.
- d. Submit equipment reactions, support-member sizes, foundation dimensions, reinforcing, anchor-bolt layout, and installation requirements.
- e. Exposed steel supports shall be hot-dip galvanized or provided with an approved corrosion-resistant finish. Provide stainless-steel exterior fasteners unless otherwise recommended by the manufacturer.

J. Electrical and control coordination

- a. Manufacturer shall provide final voltage, amperage, circuiting, disconnect, grounding, surge-protection, receiver, antenna, and control requirements with the product submittal.
- b. The electrical point of connection shall be as indicated on the Drawings. Include all conduit, conductors, wiring, disconnects, grounding, trenching, controls, and incidental electrical work downstream of the designated point of connection in Add Alternate No. 1.
- c. Coordinate power and control requirements with Division 26 and the scoreboard manufacturer before installation.
- d. Verify the proposed controller and receiver locations provide reliable communication with the scoreboard.
- e. Provide programming, operational testing, and Owner training before Substantial Completion.

K. Warranty

- a. Provide the manufacturer's complete written warranty covering the scoreboard, digits, electronic components, controller, receiver, horn, and other manufacturer-supplied equipment.
- b. Clearly identify the warranty duration, parts and labor coverage, exclusions, Owner maintenance responsibilities, and procedures for obtaining warranty service.
- c. Warranty shall commence on the date of Substantial Completion of the scoreboard system.

PART 3 - EXECUTION

- 3.01 Complete installation: Scoreboard equipment, supports and accessories shall be furnished and installed as a complete system by the scoreboard supplier, unless noted otherwise on

the drawings.

- 3.02 Sports Equipment shall be permanently installed in concrete anchorages unless otherwise indicated by manufacturer specifications. See Section 03 30 00 CAST-IN-PLACE CONCRETE.
- 3.03 Sports Equipment shall be installed in accordance with Massachusetts State High School Athletic Association Standards, manufacturer's installation instructions, and as shown on the plans.
- 3.04 Site improvement materials constructed of steel that are not galvanized or factory-finished shall be field painted with a durable exterior coating system suitable for the intended application. Colors shall be selected by the Landscape Architect/Engineer.
- 3.05 All Sports Equipment shall be installed ready for use. All uprights shall be in place. Benches shall be placed as required by the Landscape Architect/Engineer .
- 3.06 The installer shall examine previous work, related work, and conditions under which this work is to be performed and notify the Contractor in writing of all deficiencies and conditions detrimental to the proper completion of this work. Beginning work means installer accepts substrates, subgrades, previous work, and conditions.
- 3.07 The Contractor shall be responsible for timing the delivery of all site improvement elements so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism.
- 3.08 Contractor shall anchor all site element stanchions to cement concrete pad using approved bolts and/or anchoring devices.
- 3.09 Fasten wood members to stanchions or supports before or after stanchions are secured to footings; pre-drill all fastener holes. Take necessary precautions not to over tighten fasteners.

END OF SECTION

SECTION 11 99 00

PRE-MANUFACTURED UTILITY SHED

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the furnishing and installation of one (1) custom pre-manufactured 12' x 12' wood-framed utility shed, including foundation, framing, flooring, roofing, siding, doors, vents, trim, anchorage, and all accessories required for a complete installation, as shown on the Drawings and specified herein.
- B. Shed is intended to house irrigation and electrical equipment.
- C. Shed is not intended for occupancy or storage of flammable materials.

1.02 RELATED WORK:

- A. Division 26, ELECTRICAL
- B. Division 33, UTILITIES

1.03 REFERENCES:

- A. Massachusetts State Building Code (780 CMR), including applicable wind and snow load requirements for the Project location.
- B. Town of Nantucket Building Department requirements and inspections.
- C. Shed shall be designed to comply with applicable wind-load requirements for Nantucket, Massachusetts, Exposure C, unless otherwise indicated.

1.04 SUBMITTALS: IN ACCORDANCE WITH SECTION 01 33 23,
SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Product data:
 - 1. Doors: 3'-0" x 6'-8" Fiberglass 9 Lite Door
 - 2. Pine Louvered Vents
 - 3. Architectural Asphalt Shingles
 - 4. Cedar Sidewall Shingles and Exterior Trim Materials
- B. Shop drawings indicating:
 - 1. Overall dimensions and layout

PRE-MANUFACTURED UTILITY SHED

2. Concrete foundation pier locations and sizes
3. Crushed stone pad
4. Framing layout
5. Anchorage details

1.05 COORDINATION:

- A. Coordinate shed construction with electrical and irrigation Work, including conduit sleeves, penetrations, equipment locations, and required equipment clearances.
- B. Verify locations of underground utilities prior to excavation.

PART 2 – PRODUCTS

2.01 MATERIALS:

A. UTILITY SHED

1. Model: 12'x12' custom shed as manufactured and supplied by:
Structures Unlimited Nantucket
17 Nancy Ann Lane
Nantucket, MA 02554
508-228-0689
2. Provide new materials of standard commercial quality suitable for exterior use.
3. Pressure-treated wood shall be rated for ground contact where applicable and compatible with metal connectors.

B. FOUNDATION

1. Concrete Piers:
 - a. Cast-in-place concrete Sonotube piers, 8 inches diameter by 48 inches depth minimum, or as required to extend below local frost depth (minimum 48 inches unless noted otherwise).
 - b. Provide three (3) piers beneath each 6 inch by 6 inch pressure-treated timber, for a total of six (6) piers arranged in two (2) rows of three (3).
2. Anchorage: Simpson Strong-Tie connectors or approved equal to secure framing to foundation.
3. Provide 6" compacted crushed stone pad under shed, slope grade away 1.5% minimum.

PRE-MANUFACTURED UTILITY SHED

2.02 FRAMING AND FLOOR SYSTEM

- A. Pressure-Treated Timbers:
 - 1. 6 inch by 6 inch pressure-treated timbers under each long wall.
- B. Floor Framing:
 - 1. Pressure-treated 2 inch by 8 inch floor joists KDSP at 16 inches on center.
 - 2. Subfloor: 3/4" X 4' X 8' tongue-and-groove exterior grade plywood
 - a. AdvanTech OSB or approved equal.
- C. Wall Framing:
 - 1. 2 inch by 4 inch KDSP for walls 16" o/c and 2 inch by 8 inch kiln-dried lumber for window door headers.
 - 2. Exterior wall sheathing: plywood. 15/32 in. x 4 ft. x 8 ft. Southern Pine Plywood or 1/2CDX

2.03 ROOF CONSTRUCTION

- A. Roof Sheathing: 5/8 inch plywood. 19/32 in. x 4 ft. x 8 ft Sheathing Plywood (Actual: 0.563 in. x 48 in. x 96 in.)
- B. Roofing:
 - 1. 20-pound felt underlayment.
 - 2. Black architectural asphalt shingles, or to match existing structures where indicated.
 - a. IKO Cambridge LT Architectural Shingles
 - b. Color: Dual Black

2.04 EXTERIOR FINISHES

- A. Wall Finish: White cedar sidewall shingles, natural to weather.
- B. Trim: Exterior pine wood trim, primed/painted white to match existing shed structures.

2.05 DOORS, WINDOWS, AND VENTS

- A. Entry Door:
 - 1. One (1) 9-lite, 2-panel fiberglass door located on long wall.
 - 2. Painted to match existing shed structures.
- B. Sash: Painted to match existing shed structures.

- C. Vents: Primed/Painted Pine louvered vents with insect screening, one at each gable end.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install shed plumb, level, and square in accordance with approved shop drawings and manufacturer recommendations.
- B. Set foundation piers true to line and grade; verify frost depth compliance prior to concrete placement.
- C. Secure shed framing to foundation using approved connectors and fasteners.

3.02 FIELD QUALITY CONTROL

- A. Verify rough openings and penetrations for electrical and irrigation systems prior to enclosure.
- B. Repair or replace damaged materials.

3.03 CLEANUP

- A. Remove construction debris and excess materials from the site.
- B. Leave area in clean, safe condition.

END OF SECTION

SECTION 12 93 00

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Documents, as listed in the Table of Contents, and applicable parts of Division 1, General Requirements shall be included in and made a part of this Section.
- B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 SCOPE OF WORK

- A. The work of this Section consists of the site furnishings indicated on the Drawings and/or as specified herein, including the following:
 - 1. ADA Detectable Warning Mat
 - 2. Wheel Stop

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related work are specified and included in other Sections of the Specifications:
 - 1. Section 31 00 00 – Earthwork
 - 2. Section 03 30 00 – Cast-In-Place Concrete

1.04 EXAMINATION OF CONDITIONS

- A. The Contractor shall fully inform himself of existing conditions of the site before submitting their bid and shall be fully responsible for carrying out all site work required to fully and properly executing the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.
- B. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct to the best of the Landscape Architect's knowledge, but the Contractor shall have examined them for himself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found therein.

1.05 SCHEDULING

- A. The Contractor shall submit to the Landscape Architect, for approval by the Owner, a progress schedule for all work as specified herein.

SITE FURNISHINGS

1.06 QUALITY ASSURANCE

- A. Materials and methods of construction shall comply with the following standards:
 - 1. ASTM: American Society for Testing and Materials
 - 2. ANSI: American National Standards Institute
 - 3. FS: Federal Specifications
- B. Qualifications of Workers: Use adequate numbers of skilled workers who are trained in the necessary crafts and who are completely familiar with the specified requirements and methods needed for the proper performance of the work of this Section.
- C. Layout: After staking out the work, and before beginning final construction, obtain the Landscape Architect's approval for layout. Contractor shall make adjustments as determined by the Landscape Architect. Landscape Architect may make adjustments to layout as is required to meet existing and proposed conditions without additional cost to the contract price.

1.07 SUBMITTALS: IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Shop Drawings: Submit shop drawings for all products in accordance with Division 01 requirements.
- B. Product Information: Provide manufacturer's data for all products showing installation and limitations in use. Supply Certificates of Compliance for all materials required for fabrication and installation, certifying that each material item complies with, or exceeds, specific requirements.

PART 2 - PRODUCTS

2.01 ADA DETECTABLE WARNING MAT

- A. Detectable warning mats shall comply with ADA and PROWAG requirements for truncated domes, size, spacing and contrast. The ADA detectable warning mat shall be manufactured by ADA Solutions, Inc., Chelmsford, MA, or
- B. An approved equal.

Contractor shall order and install warning mats to meet the following specifications:

Model: 2436REP

Color: Brick Red 20109

2.02 WHEEL STOP

- A. Wheel Stops shall be set on prepared base and anchored as required by manufacturer.

SITE FURNISHINGS

12 93 00-2

Precast concrete single face, model number BBSF, weight 270 lbs as manufactured by Shea Concrete, Inc., Wilmington, MA, or approved equal. Refer to contract drawings for quantities and locations. All final locations are to be approved in the field by the Engineer.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The installer shall examine previous work, related work, and conditions under which this work is to be performed and notify the Contractor in writing of all deficiencies and conditions detrimental to the proper completion of this work. Beginning work means installer accepts substrates, subgrades, previous work, and conditions.
- B. The Contractor shall be responsible for timing the delivery of all site improvement elements so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism.
- C. Contractor shall anchor all furnishings per manufacturer's recommendations.

END OF SECTION

SECTION 26 00 50

ELECTRICAL WORK - GENERAL PROVISIONS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to make ready for use the complete electrical systems as shown on the Drawings and as specified hereinafter.
- B. In conjunction with other sections of Division 26, the work shall include but not be limited to furnishing and installing the following:
 - 1. Electrical raceway systems
 - 2. Wires and cables
 - 3. Miscellaneous equipment
 - 4. Grounding systems
 - 5. Sports Lighting – Add Alternate No. 4, except for Base Bid electrical infrastructure indicated on the Drawings.
 - 6. Panelboards
- C. Make all necessary connections at "packaged" equipment furnished under other sections and Divisions of these specifications.
- D. Make all connections to equipment and devices furnished under Division 26 and other sections of these specifications except as otherwise specified.
- E. It is the intent of these specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the work of this section shall be furnished at no extra cost to the Owner.

1.2 RELATED WORK:

- A. The Contractor's attention is directed to the General Conditions, Supplementary Conditions.
- B. Excavation and backfilling required for underground electrical work is included under Division 2.
- C. Concrete work and reinforcing for electrical equipment pads is included under Division 3.

ELECTRICAL WORK – GENERAL PROVISIONS

1.3 CODES, INSPECTIONS, PERMITS AND FEES:

- A. All material and installations shall be in accordance with the latest edition of the National Electric code (NEC) and all applicable local codes and ordinances.
- B. Obtain all necessary permits and pay all fees for permits and inspections.

1.4 INTERPRETATION OF DRAWINGS:

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. Each three-phase circuit shall be run in a separate conduit unless otherwise shown on the Drawings.
- C. Unless otherwise noted and/or approved by the Engineer all conduits shall be installed concealed.
- D. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation.
- E. Any work installed contrary to or without review by the Engineer shall be subject to change as required by the Engineer, and no extra compensation will be allowed for making these changes.
- F. The locations of equipment, shown on the drawings are approximate only. Exact locations shall be as determined by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as required by the Engineer and furnish all labor and materials necessary to complete the work in an acceptable manner.
- G. Circuit layouts are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- H. All connections to equipment shall be made as required and in accordance with the approved shop and setting drawings.

1.5 SUBMITTALS:

In accordance with requirements of general specifications, submit the following:

ELECTRICAL WORK – GENERAL PROVISIONS

- A. Complete shop drawings shall be submitted for but not limited to the following equipment: panelboards, fire alarm, service cabinets, load centers, conduit and wire.
- B. The manufacturer's name, product designation or catalog number, descriptive literature and data shall be submitted for the following material and equipment:
 - 1. Conduit
 - 2. Boxes and fittings
 - 3. Wires, cables and appurtenances
 - 4. Grounding Equipment
 - 5. Light Fixtures.
- C. Prior to submittal, all shop drawings shall be checked for accuracy and conformance to contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to the specifications and drawings. This statement shall also list all discrepancies with the specifications and drawings. Shop drawings not so checked and noted shall be returned.
- D. The Engineer's review shall be only for conformance with the design concept of the project and compliance with the specifications and drawings. The responsibility of, and the necessity of, furnishing materials and workmanship required by the specifications and drawings which may not be indicated on the shop drawings is included under the work of this section.
- E. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this section.

1.6 MANUFACTURER'S SERVICES:

Furnish manufacturer's services for testing and start-up when required.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials, where not specified, shall be of the very best of their respective kinds. Samples of materials or manufacturer's specifications shall be submitted for review as required by the Engineer.

ELECTRICAL WORK – GENERAL PROVISIONS

- B. Materials and equipment used shall be Underwriters' Laboratories, Inc. listed.
- C. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of- doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired at no additional cost. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as required by the Engineer or shall be replaced at no additional cost to the Owner.
- D. The Contractor's attention is directed to the requirements of the various sections of division 26 for additional product specifications.

2.2 MANUFACTURER'S NAMEPLATES:

- A. All equipment shall have the manufacturer's name, address, model or type designation, serial number and all applicable ratings clearly marked thereon in a location which can be readily observed after installation. The required information may be die-stamped into the surface of the equipment or may be marked on durable nameplates permanently fastened to the equipment.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Provide and place all sleeves for conduit penetrations through floors, walls, partitions, etc. Locate all necessary slots and inserts for electrical work and place in form before concrete is poured.
- B. Equipment shall be kept upright at all times. When equipment has to be tilted for ease of passage through restricted areas during transportation, the manufacturer shall be required to brace the equipment suitably, to insure that the tilting does not impair the functional integrity of the equipment.

3.2 RECORD DRAWINGS:

As the work progresses, legibly record (red line) all field changes on a set of project contract drawings. Prior to Substantial Completion of the project, submit the red lined prints to the Engineer for use in preparation of the record drawings.

3.3 TESTS AND ADJUSTMENTS:

- A. Test all systems furnished under Division 26 and repair or replace all defective work. Make all necessary adjustments to the systems and equipment and instruct the Owner's personnel in the proper operation of the systems and equipment.

ELECTRICAL WORK – GENERAL PROVISIONS

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.00 SUMMARY

A. Section Includes:

1. Copper wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V and less.

1.01 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.02 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.01 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire Company.
2. American Bare Conductor.
3. Belden Inc.
4. Okonite Company (The).
5. Southwire Company.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Conductor Insulation:
 - 1. Type RHH and Type RHW-2: Comply with UL 44.
 - 2. Type THHN and Type THWN-2: Comply with UL 83.
 - 3. Type XHHW-2: Comply with UL 44.
 - 4. Type XLP: Comply with UL 44. (all underground Lighting wiring)

2.02 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. 3M Electrical Products.
 - 2. AFC Cable Systems; a part of Atkore International.
 - 3. Hubbell Power Systems, Inc.
 - 4. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 5. Thomas & Betts Corporation; A Member of the ABB Group.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: One hole with standard barrels.
 - 3. Termination: Compression.

PART 3 - EXECUTION

3.01 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.02 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW, USE single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway
- C. Exposed Branch Circuit: Type THHN-THWN, single conductors in raceway.
- D. Underground Feeders and Branch Circuits: Type UF multiconductor cable in conduit.
- E. Underground Feeders for pedestrian lighting: Type XLP, Single Conductors in raceway

3.03 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

3.04 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12-inches of slack.

3.05 IDENTIFICATION

- A. Identify and color-code conductors and cables.
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

3.06 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor, slab and wall assemblies.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.00 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.03 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
 - 1. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - a. Ground rods.
 - b. Grounding arrangements and connections for separately derived systems.
 - 2. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS.

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
- b. Include recommended testing intervals.

1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.01 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.02 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Burndy; Part of Hubbell Electrical Systems.
 2. ERICO International Corporation.
 3. Harger Lightning & Grounding.
 4. O-Z/Gedney; a brand of Emerson Industrial Automation.
 5. SIEMENS Industry, Inc.; Energy Management Division.
 6. Thomas & Betts Corporation; A Member of the ABB Group.

2.03 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kc mil, 14 strands of No. 17 AWG conductor, 1/4-inch in diameter.

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/-inches wide and 1/16-inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4-inches in cross section, with 9/32-inch holes spaced 1-1/8-inches apart.

2.04 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Conduit Hubs: Mechanical type, terminal with threaded hub.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- I. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- J. Straps: Solid copper, copper lugs. Rated for 600 A.

PART 3 - EXECUTION

3.01 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

- B. Underground Grounding Conductors: Install bare copper conductor.
 - 1. Bury at least 24-inches below grade.
- C. Grounding Bus: Install in electrical equipment enclosure and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2-inches minimum from wall, 6-inches above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except as otherwise indicated.

3.02 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.03 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.

3.04 INSTALLATION

- C. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.05 FIELD QUALITY CONTROL

- A. Tests and Inspections:
4. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 5. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 6. Test completed grounding system at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 7. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:

- a. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.
3. Equipment supports.
4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.

B. Seismic Qualification Data: Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

C. Welding certificates.

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M.
 - 2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the supported equipment and systems will be fully operational after the seismic event."

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8-inches o.c. in at least one surface.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. ERICO International Corporation.
 - d. Thomas & Betts Corporation; A Member of the ABB Group.
 - e. Approved equal.
 - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 3. Material for Channel, Fittings, and Accessories: Stainless steel, Type 316.
 - 4. Channel Width: Selected for applicable load criteria.
 - 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Approved equal.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened Portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) B-line, an Eaton business.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) MKT Fastening, LLC.
 - 4) Approved equal.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: Stainless-steel springhead type.
7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 1. NECA 1.
 2. NECA 101
 3. NECA 102.
 4. NECA 105.
 5. NECA 111.
- B. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4-inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4-inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4-inches thick.
 - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION

SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.00 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.
7. Handholes and boxes for exterior underground cabling.

1.01 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.01 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. Anamet Electrical, Inc.
 - d. Opti-Com Manufacturing Network, Inc (OMNI).
 - e. O-Z/Gedney; a brand of Emerson Industrial Automation.

2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 3. GRC: Comply with ANSI C80.1 and UL 6.
 4. ARC: Comply with ANSI C80.5 and UL 6A.
 5. IMC: Comply with ANSI C80.6 and UL 1242.
 6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040-inch, minimum.
 7. EMT: Comply with ANSI C80.3 and UL 797.
 8. FMC: Comply with UL 1; zinc-coated steel or aluminum.
 9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. Anamet Electrical, Inc.
 - d. FSR Inc.
 - e. O-Z/Gedney; a brand of Emerson Industrial Automation.
 2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 3. Fittings, General: Listed and labeled for type of conduit, location, and use.
 4. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 5. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 6. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 7. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040-inch, with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to

lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.02 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Anamet Electrical, Inc.
 - c. FRE Composites.
 - d. RACO; Hubbell.
 - e. Thomas & Betts Corporation; A Member of the ABB Group.

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. ENT: Comply with NEMA TC 13 and UL 1653.
2. RNC: Type EPC-80-PVC as noted complying with NEMA TC 2 and UL 651 unless otherwise indicated.
3. LFNC: Comply with UL 1660.

C. Nonmetallic Fittings:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Anamet Electrical, Inc.
 - c. Arnco Corporation.
 - d. FRE Composites.
 - e. RACO; Hubbell.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
4. Fittings for LFNC: Comply with UL 514B.
5. Solvents and Adhesives: As recommended by conduit manufacturer.

2.03 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Crouse-Hinds, an Eaton business.
 - 2. Erickson Electrical Equipment Company.
 - 3. Hoffman; a brand of Pentair Equipment Protection.
 - 4. Hubbell Incorporated.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Device Box Dimensions: as required for the use.
- G. Gangable boxes are prohibited.
- H. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

2.04 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- a. Armorcast Products Company.
 - b. NewBasis.
 - c. Oldcastle Enclosure Solutions.
 - d. Oldcastle Precast, Inc.
 - e. Quazite: Hubbell Power Systems, Inc.
2. Standard: Comply with SCTE 77.
 3. Configuration: Designed for flush burial with closed bottom unless otherwise indicated.
 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 6. Cover Legend: Molded lettering, "ELECTRIC." or per appropriate system.
 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Underground Conduit: RNC, Type EPC-80-PVC, direct buried or concrete encased as indicated on plans.
 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 4X.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated. All raceways shall be installed concealed within Gypsum walls and CMU.
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: GRC.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 5. Damp or Wet Locations: GRC.
 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.02 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- C. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12-inches of changes in direction.
- D. Support conduit within 12-inches of enclosures to which attached.
- E. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- F. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- H. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

- I. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12-inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- J. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
- K. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- L. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- M. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041-inch per foot of length of straight run per degree F of temperature change for PVC conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

- N. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72-inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- O. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- P. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Q. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.03 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 31 00 00, EARTHWORK for pipe less than 6-inches in nominal diameter.
 - 2. Install backfill as specified in Section 31 00 00, EARTHWORK.
 - 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12-inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 31 00 00, EARTHWORK.
 - 4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 - 5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3-inches of concrete for a minimum of 12-inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60-inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

3.04 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1-inch above finished grade.
- D. Install handholes with bottom below frost line.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.05 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.06 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 26 05 44

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water stop unless otherwise indicated.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50-inches and with no side larger than 16-inches, thickness shall be 0.052-inch.

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

- b. For sleeve cross-section rectangle perimeter 50-inches or more and one or more sides larger than 16-inches, thickness shall be 0.138-inch.

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Advance Products & Systems, Inc.
 - b. Metraflex Company (The).
 - c. Pipeline Seal and Insulator, Inc.
 - d. Approved equal.
 2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 3. Pressure Plates: Carbon steel.
 4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, water-stop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber water-stop collar with center opening to match piping OD.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. HOLDRITE.

2.4 GROUT

- A. Description: Non-shrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, non-shrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2-inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position water stop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Bands and tubes.
4. Tapes and stencils.
5. Tags.
6. Signs.
7. Cable ties.
8. Paint for identification.
9. Fasteners for labels and signs.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with ANSI Z535.4 for safety signs and labels.
- D. Comply with NFPA 70E requirements for arc-flash warning labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage.
- B. Color-Coding for Phase-Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit] conductors.
 - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Color for Neutral: White or gray.
 - 4. Color for Equipment Grounds: Green.
- C. Warning Label Colors:
 - 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
 - 1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36-INCHES."
- E. Equipment Identification Labels:
 - 1. Black letters on a white field.

2.3 LABELS

- A. Self-Adhesive Labels: Polyester or Vinyl, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.

- b. Brother International Corporation.
- c. Ideal Industries, Inc.
- d. Panduit Corp.

2. Minimum Nominal Size:

- a. 1-1/2 by 6-inches for raceway and conductors.
- b. 3-1/2 by 5-inches for equipment.
- c. As required by authorities having jurisdiction.

2.4 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Champion America.
 - b. Ideal Industries, Inc.
 - c. Panduit Corp.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2-inches wide; compounded for outdoor use.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. emedco.
 - c. Marking Services, Inc.

C. Underground-Line Warning Tape:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Ideal Industries, Inc.
 - c. Marking Services, Inc.

2. Tape:

- a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
3. Color and Printing:
- a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
 - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

2.5 SIGNS

A. Laminated Acrylic or Melamine Plastic Signs:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. emedco.
2. Engraved legend.
3. Thickness:
 - a. For signs up to 20 sq. in., minimum 1/16-inch thick.
 - b. For signs larger than 20 sq. in., 1/8-inch thick.
 - c. Engraved legend with black letters on white face.
 - d. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Hellermann Tyton.
 - 2. Ideal Industries, Inc.
 - 3. Marking Services, Inc.
 - 4. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 - 1. Minimum Width: 3/16-inch.
 - 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black, except where used for color-coding.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Verify identity of each item before installing identification products.
- C. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- D. Apply identification devices to surfaces that require finish after completing finish work.

- E. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- F. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- H. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- I. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- J. Underground Line Warning Tape:
 - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8-inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
 - 2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- K. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch-high sign; where two lines of text are required, use signs minimum 2-inches high.
- L. Cable Ties: General purpose, for attaching tags, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage.
- B. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- C. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- D. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Controls with external control power connections.
- E. Arc Flash Warning Labeling: Self-adhesive labels.
- F. Operating Instruction Signs: Laminated acrylic or melamine plastic signs.
- G. Equipment Identification Labels:
 - 1. Indoor Equipment: Laminated acrylic or melamine plastic sign.
 - 2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.

1.02 DEFINITIONS

- A. MCCB: Molded-case circuit breaker.
- B. SPD: Surge protective device.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
- B. Shop Drawings: For each panelboard and related equipment.
1. Include dimensioned plans, elevations, sections, and details.
 2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
 3. Detail bus configuration, current, and voltage ratings.
 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 5. Include evidence of NRTL listing for SPD as installed in panelboard.
 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 7. Include wiring diagrams for power, signal, and control wiring.

1.04 INFORMATIONAL SUBMITTALS

- A. Panelboard schedules for installation in panelboards.

PANELBOARDS

1.05 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.06 FIELD CONDITIONS

- A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

- 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.

1.07 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

- 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.
- E. Enclosures: Surface -mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 4X.
 - c. Other Wet or Damp Indoor Locations: NEMA 250, Type 4X.
 - 2. Height: 84-inches maximum.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
- F. Incoming Mains Location: Top or Bottom.
- G. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.
- H. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
- I. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- J. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.02 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2.

2.03 POWER PANELBOARDS

- A. Power panelboards, as specified in this article, fall under requirements of "Distribution Panelboards" in NEMA PB 1.

- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. Square D; by Schneider Electric.
- C. Panelboards: NEMA PB 1, distribution type.
- D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
 - 1. For doors more than 36-inches high, provide two latches, keyed alike.
- E. Mains: Circuit breaker.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in circuit breakers or Bolt-on circuit breakers.
- G. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger than 125 A: Bolt-on circuit breakers.

2.04 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Panelboards, as specified in this article, comply with requirements of "Lighting and Appliance Branch-Circuit Panelboards" in NEMA PB 1.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. SIEMENS Industry, Inc.; Energy Management Division.
 - 4. Square D; by Schneider Electric.
- C. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- D. Mains: Circuit breaker.
- E. Branch Overcurrent Protective Devices: Plug-in or Bolt-on circuit breakers, replaceable without disturbing adjacent units.

- F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.05 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. SIEMENS Industry, Inc.; Energy Management Division.
 - 4. Square D; by Schneider Electric.
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2.06 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NECA 407.

- C. Mount panelboard cabinet plumb and rigid without distortion of box.
- D. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- E. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- F. Install filler plates in unused spaces.
- G. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.02 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components.
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification.
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate

3.03 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

- D. Panelboards will be considered defective if they do not pass tests and inspections.

END OF SECTION

SECTION 26 27 13

ELECTRICITY METERING

PART 1 - GENERAL

1.0 SUMMARY

- A. Section includes electricity metering work to accommodate utility company revenue meter.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For electricity-metering equipment.
 - 1. Include elevation views of front panels of control and indicating devices and control stations.
 - 2. Include diagrams for power, signal, and control wiring.
 - 3. Metering equipment shall meet the requirements of National Grid Electric.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Submit evidence that meters are compatible and conform to National Grid Company requirements.
- B. Field quality-control reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An NRTL.

1.6 COORDINATION

- A. Electrical Service Connections: Coordinate with utility companies and utility-furnished components.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 916.

2.2 UTILITY METERING INFRASTRUCTURE

- A. Install metering accessories furnished by the utility company, complying with its requirements.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets:
 - 1. Comply with requirements of electrical-power utility company.
- D. Arc-Flash Warning Labels:
 - 1. Labels: Comply with requirements for "Self-Adhesive Equipment Labels" and "Signs" in Section 26 05 53 "Identification for Electrical Systems." Apply a properly sized self-adhesive label for each work location included in the analysis. Labels shall be machine printed, with no field-applied markings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.

- B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written instructions. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install arc-flash labels as required by NFPA 70.
- D. Wiring Method:
 - 1. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
- E. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

- A. Testing: By Contractor.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Prepare test and inspection reports.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. GFCI receptacles.
 - 2. Toggle switches.
 - 3. Wall plates.

1.02 DEFINITIONS

- A. Abbreviations of Manufacturers' Names:
 - 1. Cooper: Copper Wiring Devices; Division of Cooper Industries, Inc.
 - 2. Hubbell: Hubbell Incorporated: Wiring Devices-Kellems.
 - 3. Leviton: Leviton Mfg. Company, Inc.
 - 4. Pass & Seymour: Pass& Seymour/Legrand.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for pre-marking wall plates.

1.04 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.05 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.01 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.
- D. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.
- E. Devices for Owner-Furnished Equipment:
 - 1. Receptacles: Match plug configurations

2.02 GFCI RECEPTACLES

- A. Non-feed-through-type GFCI unit shall be selected where no protection of downstream receptacles is required.
- B. General Description:
 - 1. 125 V, 20 A, straight blade, feed-through type.
 - 2. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596.
 - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- C. Duplex GFCI Convenience Receptacles:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.

WIRING DEVICES

- c. Leviton Manufacturing Co., Inc.
- d. Pass & Seymour/Legrand (Pass & Seymour).

2.03 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 - 1. Single Pole:
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) Eaton (Arrow Hart).
 - 2) Hubbell Incorporated; Wiring Device-Kellems.
 - 3) Leviton Manufacturing Co., Inc.
 - 4) Pass & Seymour/Legrand (Pass & Seymour).

2.04 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: High-impact thermoplastic in finished spaces.
 - 3. Material for Unfinished Spaces: Galvanized steel.
 - 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.05 FINISHES

- A. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

WIRING DEVICES

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pig tailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.

4. Connect devices to branch circuits using pigtails that are not less than 6-inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

H. GFCI Receptacles: Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.02 FIELD QUALITY CONTROL

A. Test Instruments: Use instruments that comply with UL 1436.

B. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

C. Perform the following tests and inspections:

1. Tests for Convenience Receptacles:

- a. Line Voltage: Acceptable range is 105 to 132 V.
- b. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
- c. Using the test plug, verify that the device and its outlet box are securely mounted.

WIRING DEVICES

- d. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- D. Wiring device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION

SECTION 26 28 13

FUSES

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Control circuits.
 - b. Panelboards.
 - c. Enclosed controllers.
 - d. Enclosed switches.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Bussmann, an Eaton business.
 2. Edison; a brand of Bussmann by Eaton.
 3. Littelfuse, Inc.
 4. Mersen USA.
 5. Approved equal.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
 1. Type RK-1: 600-V, zero- to 600-A rating, 200 kAIC.

2. Type RK-5: 600-V, zero- to 600-A rating, 200 kAIC.
 3. Type CC: 600-V, zero- to 30-A rating, 200 kAIC.
 4. Type CD: 600-V, 31- to 60-A rating, 200 kAIC.
 5. Type J: 600-V, zero- to 600-A rating, 200 kAIC.
 6. Type L: 600-V, 601- to 6000-A rating, 200 kAIC.
 7. Type T: 600-V, zero- to 800-A rating, 200 kAIC.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- B. Install spare-fuse cabinet(s) in location shown on the Drawings or as indicated in the field by Owner.

3.2 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION

SECTION 26 28 16

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Fusible switches.
2. Enclosures.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For enclosed switches and circuit breakers.
 1. Include plans, elevations, sections, details, and attachments to other work.
 2. Include wiring diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
- C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

2.3 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Eaton.
 - 2. General Electric Company.
 - 3. SIEMENS Industry, Inc.; Energy Management Division.
 - 4. Square D; by Schneider Electric.
- B. Type HD, Heavy Duty:
 - 1. Single throw.
 - 2. Three pole.
 - 3. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.
 - 4. Lockable handle with capability to accept three padlocks and interlocked with cover in closed position.
- C. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

2.4 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1).
- C. Operating Mechanism: The circuit-breaker operating handle shall be externally operable directly operable through the front cover of the enclosure (NEMA 250 Type 1)

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
 - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
 - 2. Outdoor Locations: NEMA 250, Type 4X.
 - 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4X.

3.2 INSTALLATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- C. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NFPA 70 and NECA 1.
- F. Set field-adjustable circuit-breaker trip ranges to values indicated on the Drawings.

3.3 IDENTIFICATION

- A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections: All testing is to be done by the contractor with the assistance of the manufacturer as required.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

B. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

- a. Inspect physical and mechanical condition.
- b. Inspect anchorage, alignment, grounding, and clearances.
- c. Verify that the unit is clean.
- d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
- e. Verify that fuse sizes and types match the Specifications and Drawings.
- f. Verify that each fuse has adequate mechanical support and contact integrity.
- g. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

- a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

- a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

- h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
- i. Verify correct phase barrier installation.
- j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

- a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

- b. Measure contact resistance across each switchblade fuse holder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
- c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
- d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
- e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

C. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

- a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
- b. Inspect physical and mechanical condition.
- c. Inspect anchorage, alignment, grounding, and clearances.
- d. Verify that the unit is clean.
- e. Operate the circuit breaker to ensure smooth operation.
- f. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

- g. Inspect operating mechanism, contacts, and chutes in unsealed units.
 - h. Perform adjustments for final protective device settings in accordance with the coordination study.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.
 - 1. Test procedures used.
 - 2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
 - 3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION

SECTION 26 43 13

SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.0 SUMMARY

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

1.2 ACTION SUBMITTALS:

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample Warranty: For manufacturer's special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.
- D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE SUPPRESSOR

- A. Manufacturers: Subject to compliance with requirements, provide products by the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. ABB USA.
 - 2. Eaton.
 - 3. General Electric Company.
 - 4. Leviton Manufacturing Co., Inc.
- B. SPDs: Comply with UL 1449, Type 2.
 - 1. SPDs with the following features and accessories:
 - a. Integral disconnect switch.
 - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
 - c. Indicator light display for protection status.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 240kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V or 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
 - 1. Line to Neutral: 1200 V for 480Y/277 V, 700 V for 208Y/120 V.
 - 2. Line to Ground: 1200 V for 480Y/277 V, 700 V for 208Y/120 V.
 - 3. Line to Line: 2000 V for 480Y/277 V, 1000 V for 208Y/120 V.
- E. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:
 - 1. Line to Neutral: 700 V.
 - 2. Line to Ground: 700 V.
 - 3. Line to Line: 1000 V.
- F. SCCR: Equal or exceed 100 kA.

SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

- G. Inominal Rating: 20 kA.

2.3 PANEL SUPPRESSORS

- A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Advanced Protection Technologies Inc. (APT).
 - 2. Current Technology Inc.
 - 3. Eaton.
 - 4. General Electric Company.
- B. SPDs: Comply with UL 1449, Type 2.
 - 1. Include LED indicator lights for power and protection status.
 - 2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V or 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
 - 1. Line to Neutral: 1200 V for 480Y/277 V, 700 V for 208Y/120 V.
 - 2. Line to Ground: 1200 V for 480Y/277 V, 700 V for 208Y/120 V.
 - 3. Neutral to Ground: 1200 V for 480Y/277 V, 700 V for 208Y/120 V.
 - 4. Line to Line: 2000 V for 480Y/277 V, 1200 V for 208Y/120 V.
- E. SCCR: Equal or exceed 100 kA.
- F. Inominal Rating: 20 kA.

2.4 ENCLOSURES

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 4X.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.

SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Complete startup checks according to manufacturer's written instructions. Energize SPDs after power system has been energized, stabilized, and tested.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
 - 2. Inspect anchorage, alignment, grounding, and clearances.
 - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION

SECTION 26 56 00

EXTERIOR LIGHTING

PART 1 - GENERAL

1.0 SUMMARY

A. Section Includes:

1. Exterior recessed LED handrail luminaires. Coordinate handrail luminaire installation with stainless steel handrail fabrication and installation.

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.3 ACTION SUBMITTALS

- A. Product Data: For each exterior recessed LED handrail luminaire, including accessories and mounting components. Include data on features, accessories, finishes, and the following:
 1. Physical description of luminaire, including materials, dimensions, and verification of indicated parameters.
 2. Details of attaching luminaires and accessories.
 3. Details of installation and construction.
 4. Luminaire materials.
 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
 6. LED source data, including rated life, output, CCT, CRI, lumens and energy-efficiency data.
 7. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.

EXTERIOR LIGHTING

- B. Shop Drawings: Include mounting detail, wiring diagram and integration with handrail assembly.
 - 1. Detail and indicate dimensions, required clearances, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Samples: For products designated for sample submission in the Exterior Lighting Device Schedule. Samples shall include luminaire housing and lens only.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- B. Field quality-control reports.
- C. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Replacement lenses or optical components, if recommended by manufacturer.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.
- E. All system components shall be UL listed for the appropriate application.

- F. Dark Sky Compliance: Exterior luminaires shall be designed and installed to minimize light trespass and glare. Luminaires shall be full cutoff or shielded as required to prevent uplight and shall comply with applicable local dark sky requirements.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.
 - 1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
 - 2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
 - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products:
Manufacturer:
Hess America

Represented by:
Illuminate
50-52 Broad Street
Boston, Massachusetts 02109
- B. Model: Wila Puck XT or approved equal.
- C. Application: Round handrail
- D. Remote power supply with enclosure: RMTPS-UNV-25-500-DIM
- E. Accessories: MP011 PUCK XT Installation Tool

2.2 DRIVERS FOR PEDESTRIAN LED LAMPS

- A. Description: Driver shall be manufacturer-supplied and may be remote or integral as required by luminaire type.

2.3 CONTROL

- A. Handrail luminaires shall be controlled by the circuit indicated on drawings or via up-stream building/site lighting controls.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

- A. Install LED luminaires in accordance with manufacturer's instructions.
- B. Fasten luminaire to handrail system as recommended by manufacturer.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

3.2 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 26 05 33 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.3 GROUNDING

- A. Ground shall comply with Section 26 05 26.

3.4 FIELD QUALITY CONTROL

- A. Verify proper operation of handrail luminaires after installation and energization.

END OF SECTION

SECTION 26 56 58

SPORTS LIGHTING – ADD ALTERNATE #4

PART 1 – GENERAL1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Nobadeer Athletic Fields using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Soccer
 - 2. Lacrosse
- D. The primary goals of this sports lighting project are:
 - 1. **Guaranteed Light Levels:** Selection of appropriate light levels impacts the safety of players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. **Environmental Light Control:** It is the primary goal of this project to minimize spill light to adjoining properties and glare to players, spectators, and neighbors.
 - 3. **Cost of Ownership:** To reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. All lighting designs shall comply with ANSI/IESNA RP-6-24 and DarkSky International Outdoor Sports Lighting Program, Version 1.3.
 - 5. Control and Monitoring – To allow for optimized use of labor resources and avoid unneeded operation of the facility, a remote on/off control system for the lighting system is required. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
 - a. Control and monitoring system shall provide contactor control of all lighting circuits. Key switches shall be provided to provide field-level control of all circuit groups.
- E. ADD ALTERNATE #4 – Sports Lighting
 - 1. If accepted by the Owner, furnish and install a complete and fully operational sports lighting system as indicated on the Drawings and specified herein.

SPORTS LIGHTING – ADD ALTERNATE #4

2. Work shall include, but not be limited to, luminaires, poles, crossarms, foundations, delegated structural design, electrical distribution from the designated point of connection, controls and monitoring, communications, grounding, surge protection, testing, commissioning, training, warranties, and restoration of disturbed areas.
3. The Add Alternate price shall include all labor, materials, equipment, temporary work, coordination, overhead, profit, and incidental work required for a complete installation, except for items expressly identified as Owner-furnished or included in the Base Bid.
4. Do not perform Work associated with Add Alternate No. 4 unless the Alternate is accepted by the Owner and incorporated into the Contract.
5. Refer to the Bid Form and Section 01 23 00, "Alternates," for pricing, acceptance, and Contract Time requirements.

1.2 FIELD LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will Incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Soccer/Lacrosse	30 footcandles	2:1	96	30' x 30'

- B. Color Temperature: The lighting system shall have a maximum color temperature of 5700K and a minimum CRI of 75.
- C. Playability: Lighting design and luminaire selection should be optimized for playability by reducing glare on the field and providing sufficient illumination above the field.
1. Aiming Angles: To reduce glare, luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
 2. Glare Control Technology – Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvers. No symmetrical beam patterns are acceptable.

3. Mounting Heights: To ensure proper aiming angles, minimum mountings heights shall be as described below. Higher mounting heights may be necessary for luminaires with lesser glare control to meet field angle requirements of section 1.2.C.1.

# of Poles	Pole Designation	Pole Height
2	S1, S2	80'
2	S3, S4	70'

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

	Maximum
Horizontal Footcandles at 150ft from Field perimeter	0.01 fc
Vertical Footcandles at 150ft from Field perimeter	0.01 fc
Candela at 150ft from Field perimeter	1000 cd
Uplight above Height of Pole	0 lumens

- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be provided in 30-foot intervals along the boundary line at 3 ft above grade.
- D. Sample Photometry: The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.
- E. Field Verification: Lighting manufacturer shall supply field verification of environmental light control using a meter calibrated within the last 12 months:
1. Spill verification: Illumination levels shall be taken in accordance with IESNA RP-6-24. The light sensing surface of the light meter should be held 36 inches above the playing surface with the sensing surface horizontal (for horizontal readings) or vertically pointed at the brightest light bank (for max vertical readings)

1.4 COST OF OWNERSHIP

- A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

1.5 SUBSTITUTIONS AND PROPOSED EQUAL SYSTEMS

- A. Musco Light-Structure System™ with TLC for LED® and Control-Link System™ establish the basis of design and required standard of quality, performance, environmental-light control, warranty, maintenance, controls, monitoring, and long-term cost of ownership.
- B. Proposed equal systems shall be submitted in accordance with the substitution procedures and deadline established in Division 01. Approval shall be granted only by written addendum issued prior to the Bid Date. Substitutions proposed after bidding will not be considered.
- C. The burden of demonstrating complete equality rests solely with the proposer. The substitution request shall include a complete, line-by-line comparison with every requirement of this Section and shall clearly identify every deviation, exclusion, qualification, limitation, and difference.
- D. Equality shall be evaluated based on the complete lighting system and shall not be based solely on initial illumination levels, luminaire wattage, fixture quantity, equipment cost, or individual-component warranties.
- E. Proposed equal systems shall comply with the DarkSky International Outdoor Sports Lighting Program requirements specified herein.
- F. Failure to submit any required documentation shall be interpreted as noncompliance. The Owner is not obligated to investigate omitted information or infer compliance from manufacturer literature.

PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress

corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

C. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and cross-arm assembly.
2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long-term performance concerns.
 - c. Poles with apparatus to raise and lower the crossarms or the pole in its entirety.
3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-enforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
4. Manufacturer will supply all drivers and supporting electrical equipment.
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Drivers mounted at the top of the poles are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

- a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
9. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above:
- a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.
 - b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
1. Electric power: 208 Volt, 3 Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
 3. Point of Connection: The point of connection for the sports lighting system shall be as shown on the Drawings. Electrical conduit, branch wiring, and related infrastructure specifically indicated on the Drawings as Base Bid work shall be included under the Base Bid and shall be installed regardless of whether Add Alternate No. 4 is accepted. All sports lighting system electrical work not specifically identified as Base Bid work shall be included in Add Alternate No. 4.
 4. Coordinate Add Alternate No. 4 work with the Base Bid electrical infrastructure indicated on the Drawings. Do not duplicate or omit work included elsewhere.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 29 kW or less.

2.3 CONTROLS

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy

installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

- C. Contactor control of lights: To minimize wear on drivers and other electrical components and prevent lights from turning on due to communication loss, circuits must be controlled via contactor switching, not dimming driver output to zero.
- D. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, email).
- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- G. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS and Android devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

 - 1. Cumulative hours: shall be tracked to show the total hours used by the facility.
 - 2. Report hours saved by using early off and push buttons by users.
- H. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- I. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2021 International Building Code. Wind

loads to be calculated using ASCE 7-16, an ultimate design wind speed of 137 mph and exposure category C.

- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state of Massachusetts are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.
- E. Foundation Work: Delegated foundation design, excavation, concrete, reinforcing steel, anchor bolts, grounding components, backfill, compaction, testing, and pole erection shall be included in Add Alternate No. 4 unless specifically indicated otherwise.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Massachusetts for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 8-10 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-24.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.

3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities.
Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.

- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and offsite candela readings are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. Comprehensive 25-Year Warranty: Manufacturer shall provide a signed, single-source warranty covering the complete sports lighting system for 25 years from the date of Substantial Completion of the sports lighting system.
- B. Warranty Coverage: Warranty shall include all manufacturer-supplied luminaires, drivers, electrical components, poles, crossarms, controls, monitoring equipment, communications equipment, wiring, connectors, surge-protection components, and other system components.
- C. Included Costs: Warranty shall include all parts, labor, troubleshooting, shipping, travel, mobilization, removal, installation, lifts, cranes, equipment rental, re-aiming, testing, programming, and recommissioning required to repair or replace failed components.
- D. Monitoring and Communications: Manufacturer shall provide proactive system monitoring, outage notification, control-system support, and required communications services for the entire 25-year warranty period at no additional cost to the Owner.
- E. Warranty Limitations: Warranty shall not be prorated and shall not include deductibles, labor allowances, limited labor periods, required Owner-funded maintenance, subscription fees, communication fees, or equipment-rental charges.
- F. Manufacturer Responsibility: Warranty shall be issued, administered, and fulfilled by the sports lighting system manufacturer and shall not rely solely on a local installer, dealer, distributor, or third-party service provider.
- G. Performance Guarantee: Manufacturer shall guarantee that the system will maintain the specified light levels, uniformity, environmental-light-control performance for the full warranty period. Manufacturer and Contractor shall perform all corrective work required to maintain compliance at no additional cost to the Owner.

PART 4 – APPROVED PRODUCTS

- A. Basis-of-Design Sports Lighting System: Musco Light-Structure System™ with TLC for LED®.
- B. Basis-of-Design Sports Lighting Control System: Musco Control-Link System™.
- C. Proposed substitute or equal systems shall satisfy all performance, structural, electrical, environmental-light-control, warranty, control, monitoring, and submittal requirements of this Section. Products shall be submitted for review and approved by addendum prior to the Bid Date.

- D. Submission of a substitution request does not constitute approval. Formal DarkSky approval, the comprehensive 25-year manufacturer-backed warranty, included maintenance, proactive monitoring, controls, communications, and the performance guarantee are mandatory conditions of equality. A proposed system that takes exception to any of these requirements shall not be considered equal.
- E. Bids based on products that have not been approved by this Section or by addendum will be rejected.

SUBMITTAL REQUIREMENTS

All items listed below are mandatory and shall comply with the specifications. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes / No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: - Field Name, date, file number, prepared by - Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified - Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics - Height of light test meter above field surface. - Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined in specifications) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	DarkSky Compliance	Provide documentation demonstrating compliance with the DarkSky International Outdoor Sports Lighting Program, Version 1.3.
	F	Photometric	Provide first page of photometric report for all luminaire types being proposed

		Report	showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	G	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	H	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Massachusetts.
	I	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. Also provide (10) references of customers currently using proposed system in the state of Massachusetts.
	J	Electrical Distribution Plans	Alternate product submissions must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, and signed by a licensed Electrical Engineer in the state of Massachusetts.
	K	Warranty	Provide the complete warranty document in the exact form proposed to be issued to the Owner. Marketing literature or warranty summaries will not be accepted in place of the actual warranty. Clearly identify covered components; duration of parts and labor coverage; shipping, travel, lift, crane, and equipment-rental coverage; monitoring and communication costs; Owner maintenance responsibilities; deductibles; prorating; exclusions; limitations; and the entity legally responsible for fulfilling the warranty. Provide ten references for systems currently covered under the proposed warranty in Massachusetts.
	L	Project References	Provide a list of (10) projects where the technology and specific fixture proposed for this project has been installed in the state of Massachusetts. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	M	Product Information	Complete bill of material and current brochures and datasheets for all products being supplied.
	N	Delivery	Supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	O	Non-Compliance	Provide a complete, line-by-line compliance statement addressing every paragraph of this Section. Clearly identify all deviations, exceptions, exclusions, qualifications, limitations, and proposed revisions. This tab is mandatory and shall not be omitted. Statements such as “generally complies,” “complies with intent,” or “to be coordinated after award” are not acceptable. Failure to identify a deviation shall not relieve the Contractor or manufacturer from full compliance with this Section.
	P	Cost of Ownership	Document cost of ownership as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included. All costs should be based on 25 years.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall make excavations of normal depth in earth for trenches and structures, shall backfill and compact such excavations to the extent necessary, shall furnish the necessary material and construct embankments and fills, and shall make miscellaneous earth excavations and do miscellaneous grading.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 11 00, CONTROL OF WORK AND MATERIALS
- C. Section 01 57 19, ENVIRONMENTAL PROTECTION
- D. Section 31 05 19.13, GEOTEXTILE FABRICS
- E. Section 31 11 00, CLEARING AND GRUBBING
- G. Section 31 23 19, DEWATERING
- H. Section 31 50 00, SUPPORT OF EXCAVATION
- I. Section 32 12 16.13, HOT MIX ASPHALT PAVEMENT
- J. Section 31 05 13.13, LOAM BORROW (TOPSOIL)

1.03 REFERENCES:

ASTM International (ASTM)

ASTM	C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM	D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³) (2700 kN-m/m ³)

EARTHWORK

31 00 00-1

ASTM	D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM	D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM	D6913	Standard Test Methods Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
ASTM	D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-aggregate by Nuclear Methods (Shallow Depth).

Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges.

Code of Massachusetts Regulations (CMR) 310.40.0032 Contaminated Media and Contaminated Debris

Code of Massachusetts Regulations (CMR) 520 CMR 14.00 Excavation & Trench Safety Regulation

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Material Test Reports: From a qualified independent testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 and moisture content according to ASTM D 2216 of each on-site and borrow soil and/or fill material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each onsite and borrow soil and/or fill material proposed for fill and backfill.

1.05 PROTECTION OF EXISTING PROPERTY:

- A. The work shall be executed in such manner as to prevent any damage to facilities at the site and adjacent property and existing improvements, such as but not limited to streets, curbs, paving, service utility lines, structures, monuments, benchmarks, observation wells, and other public or private property. Protect existing improvements from damage caused by settlement, lateral movements, undermining, washout and other hazards created by earthwork operations.
- B. In case of any damage or injury caused in the performance of the work, the Contractor shall, at its own expense, make good such damage or injury to the satisfaction of, and without cost to, the Owner. Existing roads, sidewalks, and curbs damaged during the project work shall be repaired or replaced to at least the condition that existed at the start of operations. The Contractor shall replace, at its own cost, existing benchmarks,

observation wells, monuments, and other reference points, which are disturbed or destroyed.

- C. Buried drainage structures and pipes, observation wells and piezometers, including those which project less than eighteen inches (18") above grade, which are subject to damage from construction equipment shall be clearly marked to indicate the hazard. Markers shall indicate limits of danger areas, by means which will be clearly visible to operators of trucks and other construction equipment and shall be maintained at all times until completion of project.

1.06 DRAINAGE:

- A. The Contractor shall provide, at its own expense, adequate drainage facilities to complete all work items in an acceptable manner. Drainage shall be done in a manner so that runoff will not adversely affect construction procedures or cause excessive disturbance of underlying natural ground or abutting properties.

1.07 FROST PROTECTION AND SNOW REMOVAL:

- A. The Contractor shall, at its own expense, keep earthwork operations clear and free of accumulations of snow as required to carry out the work.
- B. The Contractor shall protect the subgrade beneath new structures and pipes from frost penetration when freezing temperatures are expected.

1.08 GEOTECHNICAL FIELD AND LABORATORY TESTING:

- A. The Contractor shall retain the services of a geotechnical testing laboratory to conduct the laboratory analyses and field testing of soil materials required by this specification. Coordinate locations and types of field tests to be performed with the Engineer and cooperate in every way with the Engineer and testing laboratory during field testing and with collection of soil samples for laboratory testing.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. GRAVEL BORROW:

Gravel Borrow shall satisfy the requirements listed in MassDOT Specification Section M1.03.0, Type b.

B. DENSE GRADED CRUSHED STONE

Dense Graded Crushed Stone shall satisfy the requirements listed in MassDOT Specification Section M2.01.7.

C. CRUSHED STONE/CRUSHED STONE BASE:

Crushed stone shall satisfy the requirements listed in MassDOT Specification Section M2.01.0 (3/4-inch crushed stone) unless otherwise required.

D. SAND BORROW:

Sand Borrow shall satisfy the requirements listed in MassDOT Specification Section M1.04.0.

E. BACKFILL MATERIALS:

1. Class B Backfill:

Class B backfill shall be granular, well graded friable soil; free of rubbish, ice, snow, tree stumps, roots, clay and organic matter; with 30 percent or less passing the No. 200 sieve; no stone greater than two-third (2/3) loose lift thickness, or six inches, whichever is smaller.

2. Select Backfill:

Select backfill shall be granular, well graded friable soil, free of rubbish, ice, snow, tree stumps, roots, clay and organic matter, and other deleterious or organic material; graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
3"	100
No. 10	30-95
No. 40	10-70
No. 200	0-10

F. SPECIAL PIPE BEDDING MATERIAL:

1. The special pipe bedding material shall consist of a filter fabric installed on the trench bottom before backfilling with crushed stone as specified and as shown on the contract drawings. Filter fabric shall be as specified in Section 31 05 19.13, GEOTEXTILE FABRICS.

PART 3 - EXECUTION

3.01 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING CONSTRUCTION:

- A. Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and filling operations, including restricting the use of certain types of construction equipment and their movement over sensitive or unstable materials, dewatering and other acceptable control measures.
- B. All excavated or filled areas disturbed during construction, all loose or saturated soil, and other areas that will not meet compaction requirements as specified herein shall be removed and replaced with a minimum 12-inch layer of compacted crushed stone wrapped all around in non-woven filter fabric. Costs of removal and replacement shall be borne by the Contractor.
- C. The Contractor shall place a minimum of 12-inch layer of special bedding materials over the natural underlying soil to stabilize areas which may become disturbed as a result of rain, surface water runoff or groundwater seepage pressures, all at no additional cost to the Owner. The Contractor also has the option of drying materials in-place and compacting to specified densities.

3.02 EXCAVATION:

A. GENERAL:

- 1. The Contractor shall perform all work of any nature and description required to accomplish the work as shown on the Drawings and as specified.
- 2. Excavations, unless otherwise required by the Engineer, shall be carried only to the depths and limits shown on the Drawings. If unauthorized excavation is carried out below required subgrade and/or beyond minimum lateral limits shown on Drawings, it shall be backfilled with gravel borrow and compacted at the Contractor's expense as specified below, except as otherwise indicated. Excavations shall be kept in dry and good conditions at all times, and all voids shall be filled to the satisfaction of the Engineer.
- 3. In all excavation areas, the Contractor shall strip the surficial topsoil layer and underlying subsoil layer separate from underlying soils. In paved areas, the Contractor shall first cut pavement as specified in paragraph 3.02 B.1 of this specification, strip pavement and pavement subbase separately from underlying soils. All excavated materials shall be stockpiled separately from each other within the limits of work.
 - a. It is the intent of the Work to maximize reuse of existing on-site topsoil salvaged from forested areas to be cleared. Salvaged topsoil shall be stripped, stockpiled, protected, screened, and maintained for potential reuse.
 - b. Salvaged on-site topsoil may be reused where appropriate for the intended application. Material proposed for use within athletic field areas shall be tested and shall comply with the physical and chemical requirements of Section 32 18 23 – Natural Athletic Field Turf. Salvaged material used in non-field areas shall meet the requirements of the applicable landscape or

planting specifications. The Contractor shall be responsible for screening, blending, and amending salvaged material as required to meet Specification criteria.

c. The Contractor shall not rely on assumed quantities of salvaged topsoil. If salvaged material is insufficient in quantity or unsuitable in quality to meet the requirements of the Work, the Contractor shall furnish and import additional approved loam borrow from Nantucket sources, in accordance with Section 32 18 23, at no additional cost to the Owner.

4. The Contractor shall follow a construction procedure, which permits visual identification of stable natural ground. Where groundwater is encountered, the size of the open excavation shall be limited to that which can be handled by the Contractor's chosen method of dewatering, and which will allow visual observation of the bottom and backfill in the dry.
5. The Contractor shall excavate unsuitable materials to stable natural ground where encountered at proposed excavation subgrade, as required by the Engineer. Unsuitable material includes topsoil, loam, peat, other organic materials, snow, ice, and trash. Unless specified elsewhere or otherwise required by the Engineer, areas where unsuitable materials have been excavated to stable ground shall be backfilled with compacted special bedding materials or crushed stone wrapped all around in non-woven filter fabric.

B. TRENCHES:

1. Prior to excavation, trenches in pavement shall have the traveled way surface cut in a straight line by a concrete saw or equivalent method, to the full depth of pavement. Excavation shall only be between these cuts. Excavation support shall be provided as required to avoid undermining of pavement. Cutting operations shall not be done by ripping equipment.
2. The Contractor shall satisfy all dewatering requirements specified in Section 31 23 19 DEWATERING, before performing trench excavations.
3. Trenches shall be excavated to such depths as will permit the pipe to be laid at the elevations, slopes, and depths of cover indicated on the Drawings. Trench widths shall be as shown on the Drawings or as specified.
4. Where pipe is to be laid in bedding material, the trench may be excavated by machinery to, or just below, the designated subgrade provided that the material remaining in the bottom of the trench is not disturbed.
5. If pipe is to be laid in embankments or other recently filled areas, the fill material shall first be placed to a height of at least 12-inches above the top of the pipe before excavation.

6. Pipe trenches shall be made as narrow as practicable and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed.
7. If, in the opinion of the Engineer, the subgrade, during trench excavation, has been disturbed as a result of rain, surface water runoff or groundwater seepage pressures, the Contractor shall remove such disturbed subgrade to a minimum of 12 inches and replace with crushed stone wrapped in filter fabric. The cost of removal and replacement shall be borne by the Contractor.
8. The Contractor shall obtain a trench permit from the municipality where the trench is located prior to making any excavations of trenches (any subsurface excavation greater than three (3) feet in depth and fifteen (15) feet or less between soil walls as measured from the bottom).
9. All trenches required to be permitted must be attended, covered, barricaded, or backfilled. Covers must be road plates at least $\frac{3}{4}$ -inch thick or equivalent, barricades must be fences at least 6-feet high with no openings greater than 4-inches between vertical supports and all horizontal supports required to be located on the trench-side of the fencing.

C. BUILDING AND FOUNDATION EXCAVATION:

1. Excavations shall not be wider than required to set, brace, and remove forms for concrete, or perform other necessary work.
2. After the excavation has been made, and before forms are set for footings, mats, slabs, or other structures, and before reinforcing is placed, all loose or disturbed material shall be removed from the subgrade. The bearing surface shall then be compacted to meet the requirements of this specification.
3. If, in the opinion of the Engineer, the existing material at subgrade elevation is unsuitable for structural support, the Contractor shall excavate and dispose of the unsuitable material to the required width and depth as required by the Engineer. If, in the opinion of the Engineer, filter fabric is required; the Contractor shall place filter fabric, approved by the Engineer, as per manufacturer's recommendations. Crushed stone shall then be placed in lifts and compacted to required densities. Backfill shall be placed to the bottom of the proposed excavation.

D. EXCAVATION NEAR EXISTING STRUCTURES:

1. Attention is directed to the fact that there are pipes, manholes, drains, and other utilities in certain locations. An attempt has been made to locate all utilities on the drawings, but the completeness or accuracy of the given information is not guaranteed.

2. As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and excavation shall be done by means of hand tools, as required. Such manual excavation, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.
3. Where determination of the exact location of a pipe or other underground structure is necessary for properly performing the work, the Contractor shall excavate test pits to determine the locations.

3.03 BACKFILL PLACEMENT AND COMPACTION:

A. GENERAL:

1. Prior to backfilling, the Contractor shall compact the exposed subgrade to a firm and unyielding condition with at least 4 passes of fully loaded, ten cubic yard dump truck over the subgrade or other acceptable compaction equipment subject to the approval of the Engineer.
2. After approval of subgrade by the Engineer, the Contractor shall backfill areas to required contours and elevations with specified materials.
3. The Contractor shall place and compact materials to the specified density in continuous horizontal layers, not to exceed nine (9) inches in uncompacted lifts. The degree of compaction shall be based on maximum dry density as determined by ASTM Test D1557, Method C. The minimum degree of compaction for fill placed shall be as follows:

<u>Location</u>	<u>Percent of Maximum Density</u>
Below pipe centerline	95
Above pipe centerline	92
Below pavement (upper 3 ft.)	95
Embankments	95
Below pipe in embankments	95
Adjacent to structures	92
Below structures	95

4. The Engineer reserves the right to test backfill for conformance to the specifications and the Contractor shall assist as required to obtain the information. Compaction testing will be performed by the Engineer or by an inspection laboratory designated by the Engineer, engaged and paid for by the Owner. If test results indicate work does not conform to specification requirements, the Contractor shall remove or correct the defective Work by recompacting where appropriate or replacing as necessary and approved by the Engineer, to bring the work into compliance, at no additional cost to the Owner. All backfilled materials under structures and

EARTHWORK

buildings shall be field tested for compliance with the requirements of this specification.

5. Where horizontal layers meet a rising slope, the Contractor shall key each layer by benching into the slope.
6. If the material removed from the excavation is suitable for backfill with the exception that it contains stones larger than permitted, the Contractor has the option to remove the oversized stones and use the material for backfill or to provide replacement backfill at no additional cost to the Owner.
7. The Contractor shall remove loam and topsoil, loose vegetation, stumps, large roots, etc., from areas upon which embankments will be built or areas where material will be placed for grading. The subgrade shall be shaped as indicated on the Drawings and shall be prepared by forking, furrowing, or plowing so that the first layer of the fill material placed on the subgrade will be well bonded to the subgrade.

B. TRENCHES:

1. Bedding as detailed and specified shall be furnished and installed beneath the pipeline prior to placement of the pipeline. A minimum bedding thickness shall be maintained between the pipe and undisturbed material, as shown on the Drawings.
2. As soon as practicable after the pipes have been laid, backfilling shall be started.
3. Unless otherwise indicated on the Drawings, select backfill shall be placed by hand shovel in 6-inch thick lifts up to a minimum level of 12-inches above the top of pipe. This area of backfill is considered the zone around the pipe and shall be thoroughly compacted before the remainder of the trench is backfilled. Compaction of each lift in the zone around the pipe shall be done by use of power-driven tampers weighing at least 20 pounds or by vibratory compactors. Care shall be taken that material close to the bank, as well as in all other portions of the trench, is thoroughly compacted to densities required.
4. Class B backfill shall be placed from the top of the select backfill to the specified material at grade (loam, pavement subbase, etc.). Fill compaction shall meet the density requirements of this specification.
6. If the materials above the trench bottom are unsuitable for backfill, the Contractor shall furnish and place backfill materials meeting the requirements for trench backfill, as shown on the drawings or specified herein.
7. Should the Engineer order crushed stone for utility support or for other purposes, the Contractor shall furnish and install the crushed stone as directed.

8. In shoulders of streets and road, the top 12-inch layer of trench backfill shall consist of processed gravel for sub-base, satisfying the requirements listed in MassDOT standard specification M1.03.1.

C. BACKFILLING ADJACENT TO STRUCTURES:

1. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads to which they will be subjected. Excavated material approved by the Engineer may be used in backfilling around structures. Backfill material shall be thoroughly compacted to meet the requirements of this specification.
2. Contractor shall use extra care when compacting adjacent to pipes and drainage structures. Backfill and compaction shall proceed along sides of drainage structures so that the difference in top of fill level on any side of the structure shall not exceed two feet (2') at any stage of construction.
3. Where backfill is to be placed on only one side of a structural wall, only hand-operated roller or plate compactors shall be used within a lateral distance of five feet (5') of the wall for walls less than fifteen feet (15') high and within ten feet (10') of the wall for walls more than fifteen feet (15') high.

3.04 DISPOSAL OF SURPLUS MATERIALS:

- A. Surplus excavated materials, which are acceptable to the Engineer, shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill. Upon written approval of the Engineer, surplus excavated materials shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes as indicated by the Owner, within its jurisdictional limits; all at no additional cost to the Owner.
- B. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by it. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- C. No excavated material shall be removed from the site of the work or disposed of by the Contractor unless approved by the Engineer.
- D. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.

END OF SECTION

SECTION 31 05 13.13

LOAM BORROW (TOPSOIL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers all labor, materials, and equipment necessary to furnish and place Loam Borrow and all related work as indicated on the drawings and as herein specified.
- B. Existing on-site topsoil that has been stockpiled may be re-used provided it meets these specifications. The Contractor shall be solely responsible to determine if adequate quantities of on-site topsoil exist that may potentially be reused.
- C. Loam Borrow specified in this section shall not be used as Root Zone Mix for natural athletic fields. Root Zone Mix for natural athletic fields shall comply with Section 32 18 23, Natural Athletic Field Turf, and the Contract Documents.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK
- B. Section 32 92 19, SEEDING
- C. Section 32 93 00, TREES, SHRUBS, GROUNDCOVERS, AND LANDSCAPING
- D. Section 32 18 23, NATURAL ATHLETIC FIELD TURF

1.03 QUALITY ASSURANCE:

- A. For each particular source of loam, the Contractor shall send representative samples totaling approximately 10 pounds of Loam Borrow to an approved State-certified testing laboratory.
- B. Loam shall be subject to tests for Soluble Salts (1:2 soil-water ratio), Nitrogen (including nitrate and ammonium Nitrogen), Phosphorus, Potassium, Sulfate, Calcium, Magnesium, Aluminum, and Ferric Iron concentrations.
- C. Loam shall also be tested for heavy metals concentration, which shall include Boron, Cadmium, Zinc, Chromium, Copper, Lead, Manganese, and Nickel.
- D. Mechanical gradation (textural analysis) as per USDA Soil Classification System and determine Organic matter content and the pH (1:1 soil-water ratio).

LOAM BORROW (TOPSOIL)

- E. All tests shall be at the Contractor's expense. Laboratory test results shall state whether the Loam Borrow is acceptable as a planting medium, whether it needs to be amended, or if it fails to meet accepted requirements. Test results shall also include soil amendment and fertilizing recommendations and shall be forwarded to the Owner's Representative at least 1 month before any loaming is to be undertaken.
- F. Samples and tests shall continue to be made at the Contractor's expense until Loam Borrow to be provided is found to be acceptable to the Owner's Representative.

1.04 SUBMITTALS:

In accordance with requirements of Section 01 33 23 SUBMITTALS, the Contractor shall submit the following:

- A. Information detailing the soil amendments including limestone, fertilizers, organic material amendments, and the name and address of the supplier and origin of Loam Borrow shall be submitted to the Owner's Representative for approval.
- B. Soils test results shall be submitted to the Owner's Representative for review.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW:

1. Loam Borrow shall consist of fertile, friable natural topsoil, typical of productive soils in the vicinity, obtained from naturally well-drained areas that have never been stripped. Loam Borrow shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other litter.
2. Loam Borrow shall be classified as a loamy sand by the USDA textural classification system as determined by sieve and pipette or hydrometer analysis. Loam Borrow shall have the following mechanical analysis:

<u>Textural Class</u>	<u>Percent of Total Weight</u>	<u>Avg. Percentage</u>
Sand (0.05 – 2.0mm range)	75 – 85	80
Silt (0.002 – 0.05mm range)	5 – 22	15
Clay (less than 0.002mm)	0 – 10	5

3. Loam Borrow shall contain not less than 4 percent or more than 7 percent organic matter as determined by the loss of weight by ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F.

LOAM BORROW (TOPSOIL)

31 05 13.13-2

4. Loam Borrow shall not be excessively acid or alkaline, and shall not contain any phytotoxic materials or unacceptable concentration levels of any substance harmful to plant growth as determined by the soils testing laboratory. Loam Borrow shall have a pH value range between 5.0 and 6.5. Maximum soluble salt index shall be 100. The electrical conductivity (EC2) of a 1:2 soil-water suspension shall be less than or equal to 1.0 millimhos/cm. Aluminum concentration levels shall be less than 200ppm.
5. Loam Borrow shall not be worked, excavated, or delivered in a frozen or muddy condition. Soil structure shall not be destroyed through excessive and unnecessary handling or compaction.
6. Existing on-site topsoil may be re-used as Loam Borrow provided it meets these specifications.
7. All amendments to Loam Borrow shall be approved by the Owner's Representative and shall be made in accordance with recommendations from the soils testing laboratory for use of Loam Borrow as a plant-growing medium and these specifications.

B. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

C. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.
2. For Fertilizers containing Nitrogen, at least 50 percent of the nitrogenous elements shall be Urea-form or derived from organic sources and contain no less than 3 percent water-soluble Nitrogen.
3. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, containing not less than 18 percent available phosphoric acid.

4. Fertilizers and their application shall comply with all applicable Town of Nantucket fertilizer regulations and best management practices. Phosphorus-containing fertilizer shall not be used unless a soil test indicates a phosphorus deficiency.

D. ORGANIC MATERIAL AMENDMENTS:

1. Organic compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.
2. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.
3. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-dry basis.
4. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

PART 3 - EXECUTION

- 3.01 After approval of rough grading, the subgrade shall be raked to a depth of 3 inches to remove stones, rock or other foreign materials 3-inches or larger in dimension. The Owner's Representative shall inspect the work for approval, prior to placing of Loam Borrow.

LOAM BORROW (TOPSOIL)

31 05 13.13-4

- 3.02 Loam Borrow shall be placed and spread to the required depths over the locations approved by the Owner's Representative.
- 3.03 Lime shall be uniformly applied in accordance with the soil testing laboratory recommendations, or as required by the Owner's Representative, at a maximum rate of 100 pounds per 1000 square feet per application, in necessary quantities to achieve the pH range requirements for Loam Borrow.
- 3.04 Fertilizer shall be uniformly applied in accordance with the soil testing laboratory recommendations, or as required by the Owner's Representative. At slopes exceeding 25 percent gradient, fertilizer shall be applied manually in a manner approved by the Owner's Representative. Fertilizer shall not be applied between June 15 and August 31. All fertilizer applications shall also comply with applicable Town of Nantucket requirements.
- 3.05 Loam Borrow shall be worked by tilling or power raking to a minimum depth of 3-inches, thoroughly incorporating the lime and fertilizer into the soil. The Loam Borrow shall then be raked until the surface is finely pulverized and smooth and compacted with rollers, weighing between 75 and 100 pounds per linear foot of tread, to an even surface conforming to the prescribed lines, grades and depths indicated on the plans.

END OF SECTION

SECTION 31 05 19.13

GEOTEXTILE FABRICS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing of all labor, materials, and equipment necessary to install specified geotextile fabrics in locations shown on the drawings and as required by the Engineer.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

Shop drawings or working drawings and material specifications shall be submitted to the Engineer for review for each type of geotextile fabric furnished. General installation practices and installation schedule shall be included.

PART 2 - PRODUCTS

2.01 EROSION CONTROL FABRIC "A":

- A. Erosion control fabric "A" shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the pore-size distribution of Mirafi 600X Fabric.
- B. Erosion Control fabric "A" shall be Mirafi 600X as manufactured by Solmax or approved equal.

2.02 EROSION CONTROL FABRIC "B":

- A. Erosion Control Fabric "B" shall be of the best quality proven design and construction and shall be entirely suitable in every respect for the intended service.
- B. Erosion Control fabric "B" shall be Miramesh as manufactured by Solmax; Enkamat Soil Erosion Matting as manufactured by Enka Solutions; Tenax Radix Erosion Control Netting as manufactured by Tenax Corp. or approved equal.

2.03 SOIL REINFORCEMENT FABRIC:

- A. The soil reinforcement fabric shall be an integrally formed structure with aperture geometry and rib thickness sufficient to permit mechanical interlock with the surrounding particle media. The soil reinforcement fabric shall have flexural rigidity and high tensile modulus with continuity of tensile strength through all ribs and junctions of the structure.

GEOTEXTILE FABRICS

The fabric shall be composed of polypropylene stabilized with carbon black to resist ultraviolet degradation and be resistant to biological and chemical degradation due to all naturally occurring organisms or reagents normally encountered in natural soil environments.

- B. The soil reinforcement fabric shall be a Tensar BX1200 Geogrid, by CMC; Mirafi 500X fabric, by Solmax or approved equal.

2.04 SOIL REINFORCEMENT GRID:

- A. The soil reinforcement grid shall permit free passage of moisture, be of sufficient strength to prevent deformation and impairment of function when subjected to wheel loads and interact with overlying soil to stabilize the overburden on slopes as steep as three to one.
- B. Soil reinforcement grid shall be Miragrid, by Solmax or approved equal.

2.05 FILTER/DRAINAGE FABRIC:

- A. The filter/drainage fabric shall be composed of continuous-filament fibers bonded together to form a sheet. The fabric shall be an average of 20 mils thick and possess the characteristics of Mirafi 140N.
- B. The filter/drainage fabric shall be Mirafi 140N as manufactured by Solmax; Foss-65 by AJ Nonwovens; US 120NW, as manufactured by US Fabrics or approved equal.

2.06 GEOTEXTILE LINER PROTECTOR:

- A. The geotextile liner protector shall be a non-woven, needle punched polyester or extruded polypropylene, not less than 110 mils thick.
- B. The geotextile liner protector shall be Mirafi 180 N, by Solmax or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL:

Installation of geotextile fabrics shall be strictly in accordance with manufacturer's instructions and specific layout plans and details reviewed by the Engineer.

B. EROSION CONTROL FABRIC "A":

Erosion control fabric "A" shall be installed on detention basin slopes and at drainage swale ends prior to placement of riprap and at other locations as shown on the drawings or as required by the Engineer. The fabric in place shall cover the entire riprap area. Each

width of fabric shall be overlapped by the subsequent width a minimum of two feet. The Contractor shall follow the manufacturer's installation recommendations to ensure proper completion of the fabric installation, including top toe-in and bottom toe wrap.

C. EROSION CONTROL FABRIC "B":

Erosion control fabric "B" shall be placed over the prepared surface in drainage swales and other locations as required by the Engineer. The fabric shall be unrolled, placed in the direction of water flow, overlapped, pinned down with wood stakes, and seeded. All installation work shall be in accordance with manufacturer's recommendations or as required by the Engineer.

D. SOIL REINFORCEMENT FABRIC:

The soil reinforcement fabric shall be installed on the prepared subgrade prior to placement of the gravel base and bituminous concrete pavement. The fabric in place shall be beneath the entire proposed paved area. Each width of fabric shall be overlapped by the subsequent width a minimum of two feet. The Contractor shall follow the manufacturer's installation recommendations.

E. SOIL REINFORCEMENT GRID:

The soil reinforcement grid shall be placed on the flexible membrane liner, securely fastened at the top of all slopes and interlocked to form a continuous grid below the supports, all in accordance with manufacturer's recommendations and specific project details. The reinforcement grid shall provide stability for the overlying soil drainage layer, while permitting free passage of moisture.

F. FILTER/DRAINAGE FABRIC:

1. The filter/drainage fabric shall be installed in the final graded trench bottom prior to placement of the crushed stone bedding and at other locations shown on the drawings or designated by the Engineer. The drainage fabric in place shall cover the entire trench bottom and trench sides as shown on the drawings. Each width of drainage fabric shall be overlapped in accordance with manufacturer's recommendations, but not less than 2 feet, to prevent intrusion of soil fines into the bedding.
2. On landfill projects, the filter/drainage fabric shall be installed over the drainage layer prior to loaming and seeding, per manufacturer's installation recommendations.

G. GEOTEXTILE LINER PROTECTOR:

The geotextile liner protector shall be installed on top of the gas-venting layer and shall be covered by the flexible membrane liner. The protector shall provide a smooth surface

to support the liner and protect against liner damage due to projections. The installation shall be strictly in accordance with manufacturer's recommendations.

3.02 FINAL INSPECTION AND ACCEPTANCE:

- A. The Contractor shall, at its expense, have a manufacturer's representative inspect the work at completion of the installation. Any work found to be unsatisfactory shall be corrected at the Contractor's expense.
- B. The Engineer, at the Contractor's expense, reserves the right to have a manufacturer's representative inspect the installation process at any time during construction.

END OF SECTION

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall do all required clearing and grubbing as indicated on the drawings or herein specified in the area required for construction operations on the Owner's land or in the Owner's permanent or temporary easements and shall remove all debris resulting therefrom.
- B. Unless otherwise noted, all areas designated for clearing shall also be grubbed in accordance with Section 31 13 13 – Tree Pruning and Stump Removals.
- C. The Contractor shall not clear and grub outside of the area required for construction operations.

1.02 RELATED WORK:

- A. Section 01 57 19 – Environmental Protection: Protection of trees and shrubs designated to remain.
- B. Section 31 13 13 – Tree Pruning and Stump Removals:
 - i Stump removal and depth requirements
 - ii Arborist qualifications
 - iii Pruning, removals, debris handling, and tree protection
 - iv Backfill and compaction requirements following stump grinding

PART 2 - PRODUCTS: NOT APPLICABLEPART 3 - EXECUTION

3.01 RIGHT TO WOOD AND LOGS:

The Owner shall have the right to cut and remove logs and other wood of value in advance of the Contractor's operations. All remaining logs and other wood to be removed in the course of clearing shall become the property of the Contractor.

3.02 CLEARING:

- A. Unless otherwise indicated, clearing includes the removal of all trees, saplings, brush, vines, windfalls, dead trees and stubs over 1 foot high, surface debris, and other vegetative matter. Stump handling shall comply with 31 13 13 TREE PRUNING AND STUMP REMOVAL.

CLEARING AND GRUBBING

- B. Mature trees (4 inches DBH or greater) within temporary easements shall not be removed unless specifically shown or approved by the Owner.
- C. Trees, stumps, and stubs to be cleared shall be cut as close to the ground as practicable. Final stump removal, stump grinding, disposal of organic material, and backfilling shall be performed in accordance with Section 31 13 13 – TREE PRUNING AND STUMP REMOVALS.
- D. Clearing shall be performed using methods that prevent damage to trees designated to remain. No equipment or materials shall be stored within the dripline of preserved trees, unless approved by the Owner.

3.03 GRUBBING:

- A. Grubbing shall consist of the removal of stumps, roots, and organic matter that would interfere with construction, utility installation, structural fill, or long-term site stability.
- B. All grubbing, stump removal, stump grinding depths, disposal of grindings, and backfilling shall conform entirely to Section 31 13 13 – TREE PRUNING AND STUMP REMOVALS. This includes:
 - a. Athletic Field Areas: Stumps removed or ground to 24 inches minimum below finished grade; removal of all woody material; backfill with approved borrow; compaction to 95% maximum dry density (ASTM D698); screened loam in top 6 inches.
 - b. Non-Field Areas: Stumps removed or ground to 18 inches minimum below finished grade; organic material removed; backfill with approved borrow to produce a stable surface.
- C. All stump grindings and organic debris shall be removed from the excavation and disposed of offsite in accordance with federal, state, and local regulations.
- D. Debris, trimmings, and other removed material shall be handled and disposed of in full compliance with Section 31 13 13, including the prohibition on on-site burning and special handling of diseased wood.

3.04 CLEANUP:

- A. The Contractor shall maintain the site in a clean and orderly condition throughout the work. At the end of each workday, all debris created by clearing and grubbing operations shall be collected, chipped, or removed from the site as required in 31 13 13.
- B. Disturbed surfaces outside the limits of grading shall be restored as directed by the Owner.

END OF SECTION

CLEARING AND GRUBBING

31 11 00-2

SECTION 31 13 13

TREE PRUNING AND STUMP REMOVALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The work of this Section includes the following:
 - 1. Pruning - Class II, including the removal of all limbs necessary to execute the work required under this contract.
 - 2. Removal of trees and stumps.
- B. Refer to the Contract Drawings for general location of trees along the site perimeter. In general, all trees are to remain and be pruned in conformance with this Specification. Tree removals shall be limited to the area denoted on the plans and shall include the removal of individual trees that would impede the construction of proposed facilities.

1.02 QUALIFICATIONS OF CONTRACTOR:

- A. This work shall be limited to individuals, partnerships and corporations who are actively engaged in the field of Arboriculture, and who demonstrate competence, experience and financial capability to carry out the terms of this project. The Owner may require proof of these qualifications.
- B. All work shall be conducted by qualified and trained personnel under the direct supervision of a Massachusetts Certified Arborist (MCA) in the Contractor's employ.

1.03 PERSONNEL:

- A. The Contractor shall submit each employee's name and title prior to the commencement of work. The Contractor shall advise the Owner of any changes in personnel assigned to this Contract.
- B. The crew supervisor shall have a minimum of five (5) years climbing/pruning experience. At least one (1) crew person shall be an MCA and shall be certified in CPR.
- C. Each trimmer shall be experienced and highly qualified with the necessary tree worker skills to successfully complete the work of this Section, including the ability

TREE PRUNING AND STUMP REMOVALS

and training to perform aerial rescue. Said skill shall also include worker safety and ability in compliance with current OSHA and ANSI Z-133.1 Standards.

1.04 SPECIAL REQUIREMENTS:

- A. Dutch Elm diseased wood shall be disposed of in accordance with provisions of General Laws, Chapter 87, Section 5, and Chapter 132, Sections 8 and 11 as amended; and in accordance with any additional local regulations. All wood shall be removed from the site and be properly disposed of in accordance with state and local regulations.
- B. No burning shall be permitted on the project site.
- C. Prior to commencing work, the Contractor shall submit a plan to the Owner for legal disposal of removed materials, in conformance with State and Federal regulations.

1.05 STANDARDS AND DEFINITIONS:

- A. All pruning work shall be performed in accordance with the following:
 - 1. The ANSI A300 'Standard Practices for Trees, Shrubs, and Other Wood Plant Materials' of the Secretariat: National Arborist Association, Post Office Box 1094, Amherst, New Hampshire 03031.
 - 2. American National Standards Institute (ANSI) Standard Z-133.1.
 - 3. The standards and practices of the International Society of Arborists.
 - 4. The standards and practices of the Massachusetts Arborist Association.
 - 5. The standards and practices of the American Association of Nurserymen.
- B. The term 'Owner' shall mean the Owner's designated representative charged with carrying out the requirements of this Project, Architect, Engineer, Planner, or Tree Warden as referenced herein, rendering approvals for the Owner.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

- A. The Contractor shall be responsible for having a clear understanding of the existing site conditions and shall be responsible for fully carrying out the work of this Section, regardless of actual site conditions encountered.

1.07 ORDER OF WORK:

TREE PRUNING AND STUMP REMOVALS

- A. Based on the site conference, the Contractor shall submit a schedule of work for the Owner's review and approval prior to beginning work. Unless otherwise authorized by the Owner, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

1.08 PROTECTION OF THE VEGETATION TO BE PRESERVED:

- A. The Contractor shall protect all existing trees, shrubs, lawns and other site features designated to remain. The placement of protection devices, such as snow fence enclosures, shall, however, be at the Contractor's discretion.
- B. Damage no plant to remain by burning, pumping water, cutting of live roots or branches, or any other means. Neither vehicles nor equipment shall be parked within the dripline of trees to remain, or where ever damage may result to trees to be saved. Construction material shall not be stored beneath trees to be saved.
- C. The Contractor shall be liable for any damage to any trees, shrub, lawn or other site features to remain, and shall immediately report to the Owner. Damaged shrubs or lawns shall be restored or replaced to match existing to remain to the satisfaction of the Owner.
- D. The Contractor shall compensate the Owner for damages by installing replacement tree(s) of the size and species approved by the Owner and of sufficient quantity such that the sum of the Diameter at Breast Height (DBH) inches for replacement trees equals the total DBH inches of the damaged tree(s). Damaged shrubs shall be replaced with shrubs(s) of the same size, species, and quantity, unless determined otherwise by the Owner.

1.09 USE AND CARE OF THE SITE:

- A. The Contractor shall leave the work site at the end of each working period in a condition satisfactory to the Owner.
- B. Pavements shall be swept and lawns or other surfaces raked and/or otherwise cleaned of all material related to the work operation. Degree of clean-up required will be described by the Owner and will be based upon the character of the work area.
- C. All trimmings or any other form of debris (except diseased materials or trimmings from Elms) shall be collected and chipped. The Contractor shall remove all materials and shall dispose of such materials off site in a legal manner.
- D. No vehicles are to be stored on site. The Contractor shall be fully and solely responsible for any damage to equipment or vehicles left at the site of the work.

TREE PRUNING AND STUMP REMOVALS

The Contractor shall obtain all necessary permits.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the City's satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory condition or otherwise unsuitable.
- B. Cutting tools shall be kept well sharpened to provide clean smooth cuts. Any tools utilized on any tree suspected to have cankers or other fungal, bacterial or viral diseases shall be sterilized or not used on any other specimen.
- C. A disc chipper shall be used which will process material up to twelve (12) inches in diameter.

PART 3 - EXECUTION

3.01 PRUNING:

- A. Under this Section, the Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the work in accordance with all local, state and federal regulations in force at the same time of this Contract and in accordance with tree pruning as specified herein.
- B. The work of this Section consists of all pruning work and related items as specified herein and includes, but is not limited to:
 - 1. Pruning - Class II throughout the designated areas and limb removal required to allow for the proper installation of all fields, play equipment and new fencing.

Class II pruning is defined as medium pruning and shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An occasional branch one (1) inch or less in diameter may remain within the main leaf area where it is not practical to remove it.

3.02 DESCRIPTION OF PRUNING WORK:

- A. Pruning and trimming are generally described as the removal and disposal of limbs, branches and stubs which are either dead, potentially detrimental to the health of the tree or dangerous to pedestrians, visually deficient, interfering or

TREE PRUNING AND STUMP REMOVALS

otherwise objectionable as determined by the Owner.

- B. The limits of all trees to be pruned have been identified on the plans or referenced elsewhere in this specification section.
- C. Vehicle access shall be controlled and approved by the Owner.
- D. If the Contractor discovers tree(s) which have not been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall immediately report these findings in writing to the Owner and await the Owner's direction before proceeding with work on the particular tree(s) in question.
- E. All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch that is a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Owner.
- F. The use of climbing spurs or spiked shoes shall not be permitted and their use will result in the immediate cancellation of the contract.
- G. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall, however, never be made through the branch collar. Slab cuts and rip cuts will result in cancellation of the contract.
- H. All limbs over two (2) inches in diameter to be removed shall be precut to prevent splitting. Any branches that by falling would injure existing trees to remain or other objects shall be lowered to the ground by proper ropes.
- I. On trees known to be diseased and where there is known to be danger of transmitting the disease on tools, tools shall be disinfected with alcohol or bleach after each cut between trees.
- J. Lateral branches as well as occasional branch suckers ("water sprouts") may be retained. Complete removal of secondary laterals and branch suckers resulting in the stripping of major limbs, ("lion tailing") will not be permitted.
- K. Tree paint to seal pruning cuts shall not be used.
- L. All branches and limbs shall be manually lowered to the ground via rope and pulley. This practice must be consistent with the National Arborist Association Standards for Pruning. All grade-level artifacts and landscaping must be protected from damage.

TREE PRUNING AND STUMP REMOVALS

3.03 REMOVALS:

- A. The Contractor shall furnish all labor, materials, equipment and transportation required to complete all aspects of the removals work in accordance with all local, state, and federal regulations in force at the time of this contract and in accordance with tree and stump removals as specified herein.

3.04 DESCRIPTION OF REMOVAL WORK:

- A. Removal is generally described as the removal of groups and individual trees and shrubs which interfere with the growth of more desirable types of trees; the clearing away of lesser growth that may obscure outstanding trees; and thinning out to provide space for healthy growth by the elimination of thinner, weaker trees.
- B. The Contractor shall adhere to the specifications and provide suitable facilities for inspecting the work. Failure of the Owner to immediately reject unsatisfactory work or to notify the Contractor of deviations from the specification shall not relieve the Contractor of responsibility to correct or remedy unsatisfactory work.
- C. The Contractor shall only work on trees designated by the Owner. No compensation will be made for work performed on any other tree or trees.
- D. Trees designated to be removed shall be taken down and all leaves, branches and trunks of trees properly disposed of by chipping and removal from the premises.
- E. Fell trees in a manner that allows all site features and those trees to be saved undamaged.
- F. All trees cut or trimmed shall be removed from the site and transported off-site within 24 hours of cutting and shall not be stockpiled or stored on site.
- G. Stump removal;

Athletic Field Areas:

Stumps shall be completely removed or ground to a minimum depth of twenty-four (24) inches below finished grade, or deeper as required to remove all woody material within the field limits. All stump grindings, roots, and organic material shall be removed from the excavation and disposed of off-site. Resulting voids shall be backfilled in lifts with approved ordinary borrow soil and compacted to a minimum of 95 percent of maximum dry density (ASTM D698) to within six (6) inches of finished grade. The upper six (6) inches shall be filled with screened loam, placed and moderately tamped to prevent future settlement.

Non-Field Areas:

TREE PRUNING AND STUMP REMOVALS

Stumps shall be removed or ground to a minimum depth of eighteen (18) inches below finished grade, unless otherwise directed by the Owner. Stump grindings and organic material shall be removed. Voids shall be backfilled with approved borrow and compacted to provide a stable, non-settling surface.

Restoration:

In lawn or seeded areas, disturbed surfaces shall be fine graded and restored with grass seed of a mix appropriate to the location, as required by the Owner.

- H. Excavation or grading within the branch spread of trees to be saved shall be performed as required by the Owner. Removal of pavement such as bituminous concrete in these zones shall be by hand tools and/or air spade to ensure root health for trees to remain.
- I. All equipment to be used and all work to be performed must be in full compliance with all standards as promulgated by OSHA at the time of bidding, including but not limited to those regulations concerning noise levels, protective devices and operator safety.
- J. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall protect the public and its property from injury or damage that could be caused by the progress of the work. To this end the Contractor shall provide, erect, and maintain protective devices acceptable to the Owner, including but not limited to barricades, lights and warning signs.
- K. Any practice employed by the Contractor that is obviously hazardous as determined by the Owner shall be immediately discontinued by the Contractor upon receipt of either written or oral notice from the Owner to discontinue such practice.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies designing, furnishing, installing, maintaining, operating and removing temporary dewatering systems as required to lower and control water levels and hydrostatic pressures during construction; disposing of pumped water; constructing, maintaining, observing and, except where indicated or required to remain in place, removing of equipment and instrumentation for control of the system.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 01 57 19, ENVIRONMENTAL PROTECTION
- C. Section 31 00 00, EARTHWORK
- D. Section 31 50 00, SUPPORT OF EXCAVATION

1.03 SYSTEM DESCRIPTION:

- A. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from the slopes or bottom of the excavation; increasing the stability of excavated slopes; preventing loss of material from beneath the slopes or bottom of the excavation; reducing lateral loads on sheeting and bracing; improving the excavation and hauling characteristics of sandy soil; preventing rupture or heaving of the bottom of any excavation; and disposing of pumped water.
- B. Normal dewatering is defined as using conventional pumps installed in open excavations, ditches, or sumps. Special dewatering is defined as using single or two stage wellpoints, deep wells, or eductor and ejector systems installed in drilled holes or jetted in place.

1.04 QUALITY ASSURANCE:

- A. The Contractor is responsible for the adequacy of the dewatering systems. It shall retain the services of a Professional Engineer registered in the state where the project is located, experienced in dewatering systems, to independently evaluate the boring logs and any other soils information available to determine those areas that will require special dewatering techniques and to design the required system. The Contractor's Professional

Engineer shall provide sufficient on-site inspection and supervision to assure that the dewatering is carried out in accordance with its design.

- B. The dewatering systems shall be capable of effectively reducing the hydrostatic pressure and lowering the groundwater levels to a minimum of 2 feet below excavation bottom, unless otherwise required by the Engineer, so that all excavation bottoms are firm and dry.
- C. The dewatering system shall be capable of maintaining a dry and stable subgrade until the structures, pipes and appurtenances to be built therein have been completed to the extent that they will not be floated or otherwise damaged.
- D. The dewatering system and excavation support (see Section 31 50 00) shall be designed so that lowering of the groundwater level within the work area does not adversely affect structures, utilities or wells outside of the work area.
- E. Where special dewatering is used, the Contractor shall obtain at its expense the services of a registered professional engineer to investigate, design and monitor the dewatering system. The Contractor shall also furnish materials and install at least two observation wells at each excavation area. The location of the wells shall be determined in the field by the Contractor's engineer.

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. At least two weeks prior to installing its dewatering system, Contractor shall submit the attached Certificate of Design completed and signed by Contractor, identifying the engineer responsible for design of the dewatering system. It shall also submit a schedule showing the timing of installation and operation of the dewatering system.
- B. The Contractor shall submit to the Engineer for record purposes only, the following items bearing the Contractor's Engineer's stamp and signature, and identifying the codes and specifications followed in the design.
 - 1. Plans and description of the dewatering system, including the number, location and depth of wells, wellpoints or sumps; designs of filters to prevent pumping of fine soil; method and location for filtering and disposal of pumped water; and flow capacity of proposed system.
 - 2. Locations of observation wells.
- C. The Contractor shall submit records of pump operation and groundwater elevations as required by the Owner's Engineer.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION

3.01 DEWATERING OPERATIONS:

- A. All water pumped or drained from the work shall be disposed of in a manner which will not result in undue interference with other work or damage to adjacent properties, pavements and other surfaces, buildings, structures and utilities. Suitable temporary pipes, flumes or channels shall be provided for water that may flow along or across the site of the work. All disposal of pumped water shall conform to the provisions of Section 01 57 19 ENVIRONMENTAL PROTECTION and Section 00 31 43 PERMITS.
- B. Dewatering facilities shall be located where they will not interfere with utilities and construction work to be done by others.
- C. Dewatering procedures to be used shall be as described below:
 - 1. Crushed stone shall encapsulate the suction end of the pump to aid in minimizing the amount of silt discharged.
 - 2. For dewatering operations with relatively minor flows, pump discharges shall be directed into straw bale sedimentation traps lined with filter fabric. Water is to be filtered through the straw bales and filter fabric prior to being allowed to seep out into its natural water course.
 - 3. For dewatering operations with larger flows, pump discharges shall be into a steel dewatering basin. Steel baffle plates shall be used to slow water velocities to increase the contact time and allow adequate settlement of sediment prior to discharge into waterways.
 - 4. Where indicated on the contract drawings or in conditions of excess silt suspended in the discharge water, silt control bags are to be utilized in catch basins.
- D. The Contractor shall be responsible for repair of any damage caused by its dewatering operations, at no cost to the Owner.

3.02 SPECIAL DEWATERING:

- A. If conventional dewatering methods are inadequate to ensure dry and stable conditions for structural foundations, the Contractor shall be required to use special dewatering as necessary.
- B. Special dewatering techniques may consist of one or two stage wellpoint systems, deep wells, or eductor and ejector type systems. The Contractor shall utilize a system which provides proper construction conditions and prevents settlement at time of installation and upon backfilling.

- C. In areas requiring special dewatering, the Contractor shall lower the groundwater level to a minimum of 2 feet below the bottom of the final excavation grade prior to any installation and maintain that groundwater level until the excavation has been backfilled. The Contractor's engineer shall monitor the groundwater levels to ensure conformance with the requirements of these specifications. Construction will not be allowed until the Owner's Engineer is satisfied that the above provisions are met.

3.03 NOISE LEVEL REQUIREMENTS:

- A. All primary dewatering equipment shall be electrically operated and shall run on commercial power. Standby equipment shall be independent of commercial power and shall provide dewatering upon primary pump or power failure.
- B. All equipment utilized by the Contractor shall conform to the Department of Environmental Protection Division of Air Quality Control regulations governed by the following policy:

"A source of sound will be considered to be violating the Department's noise regulation (310 CMR 7.10) if the source:

1. Increases the broadband sound level by more than 10 dB(A) above ambient, or
2. Produces a "pure tone" condition - when any octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more.

These criteria are measured both at the property line and at the nearest inhabited residence. Ambient is defined as the background A-weighted sound level that is exceeded 90% of the time measured during equipment operating hours. The ambient may also be established by other means with the consent of the Department."

The Contractor shall construct sound enclosures or utilize other noise reduction techniques if the equipment does not meet the noise level requirements.

END OF SECTION

(Certificate of Design follows this page)

CERTIFICATE OF DESIGN

Re: Contract Between:

OWNER: _____
(Name)

and

CONTRACTOR: _____
(Name)

on

CONTRACT: _____
(Number)

Date: _____

Title: _____

Contractor hereby certifies that _____:
(Engineer)

1. Is licensed or registered to perform professional engineering work in the state of Massachusetts.
2. Is qualified to design the _____
(Item)
specified in Section _____ of subject contract;
3. Has designed _____ before;
(Item)
4. Has prepared the design in full compliance with the applications and requirements of Section _____ of subject contract including all applicable laws, regulations, rules, and codes; and
5. The work has been signed and sealed pursuant to applicable state law.

FOR: _____
(Contractor)BY: _____
(Signature)_____
(Name and Title)

Dated: _____

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Furnish all labor, materials, tools and equipment, and perform all operations necessary for erosion and sedimentation control work indicated on contract drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 01 14 19.16, DUST CONTROL
- B. Section 01 57 19, ENVIRONMENTAL PROTECTION
- C. Section 31 05 19.13, GEOTEXTILE FABRICS

1.03 PROJECT CONDITIONS:

- A. Earthmoving activities in the project area shall be conducted in such a manner as to prevent accelerated erosion and the resulting sedimentation.
- B. The Contractor shall implement and maintain erosion and sedimentation control measures as shown on the contract drawings or as required by the Owner or Engineer from the start of construction until provisional acceptance of seeded areas, to effectively prevent accelerated erosion and sedimentation.

1.04 SUBMITTALS IN ACCORDANCE WITH SECTION 01 33 23, SUBMITTALS:

- A. The Contractor shall submit to the Engineer certification that the materials used for silt fence and straw wattle construction meet the specifications.

1.05 GENERAL METHODOLOGY:

- A. Erosion and sedimentation control methods shall consider all factors which contribute to erosion and sedimentation including, but not limited to, the following:
 - 1. Topographic features of the Project area.
 - 2. Types, depth, slope and areal extent of the soils.

3. Proposed alteration of the area.
4. Amount of run-off from the Project area and the upgradient watershed areas.
5. Staging of earthmoving activities.
6. Temporary control measures and facilities for use during earthmoving.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Straw wattle shall consist of 99.9% weed-free wheat, oat, barley, or rice straw, compacted. Diameter may vary +/- 13 percent. Wattle netting shall be non-woven photodegradable HDPE with a 1 year UV inhibitor.
- B. Silt Fence shall be a woven polypropylene and/or polyester material, which meets or exceeds the minimum average roll values requirements tabulated below:

Fabric Property	Test Method	Fabric Requirement
Tensile strength, lbs.	ASTM D-4632 Grab	100 minimum
Elongation at 50% minimum tensile strength	ASTM D-4632 Grab	15%
Permittivity, sec ⁻¹	ASTM D-4491	0.1 minimum
Apparent opening size, mm	ASTM D-4751	30 US Sieve
Ultraviolet degradation at 500 hours	ASTM D-4355	minimum 70% strength retained

- C. Mulch, if used to protect the hydroseed from erosion, shall consist of cured straw free from primary noxious weed seeds, twigs, debris and rough or woody materials. Mulch shall be free from rot or mold and shall be acceptable to the Engineer or Owner. Alternately, mulch shall be specially processed cellulose homogeneous fiber containing no growth or

EROSION AND SEDIMENTATION CONTROL

germination-inhibiting factors. Processed cellulose fiber shall be manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material become uniformly suspended to form a slurry when sprayed on the ground. The material shall allow homogeneous absorption and percolation of moisture. The manufacturer shall show the air-dry weight content on each package of the cellulose fiber. Mulch shall be utilized on all newly graded subgrade and topsoil areas that cannot be seeded within five (5) days.

PART 3 - EXECUTION

3.01 CONSTRUCTION SEQUENCE:

- A. Construction of erosion control measures as depicted on drawings will be completed prior to any site work.
- B. Sediment barriers shall be used at locations shown on the drawings. Sediment barriers are temporary berms, diversions, or other barriers that are constructed to retain sediment on-site by retarding and filtering stormwater runoff.
- C. All temporary erosion control measures will be maintained throughout the course of site construction activities until provisional acceptance of the site vegetation by the Engineer or Owner, at which time the Contractor shall remove all remaining temporary erosion control structures, and properly dispose of accumulated sediment on-site in areas approved by the Owner.
- D. The Engineer or Owner may order additional erosion and sediment controls be installed. The Contractor shall comply with Engineer or Owner's request and immediately install the required controls.
- E. The Contractor shall inspect all erosion control measures after any storm event to ensure they are in proper working order.

3.02 CONSTRUCTION METHODS:

- A. Silt fences and/or straw wattles shall be installed at the site downgradient of work areas as required by Owner or Engineer in the field. The silt fence shall be installed in accordance with manufacturer's instructions. Straw wattles shall be placed at locations shown on the contract drawings or approved by the Engineer. The base of all straw wattles and silt fencing shall be embedded to the depths shown on the contract drawings.
- B. Straw mulch, if used, shall be applied at a rate of 100-lbs/1000 ft².
- C. On slopes, the Contractor shall provide protection against washouts by an approved method. Any washout, which occurs either in the Contractor's

EROSION AND SEDIMENTATION CONTROL

31 25 00-3

work area or in areas topographically below its work, shall be regraded and reseeded at the Contractor's expense until an accepted vegetative stand is established.

END OF SECTION

SECTION 31 50 00

SUPPORT OF EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers wood and steel sheeting or soldier piles and lagging with internal bracing for support of excavations. The requirements of this section shall also apply, as appropriate, to any methods of excavation support and underpinning which the Contractor elects to use to complete the work.
- B. The Contractor shall furnish and place timber or steel sheeting or soldier piles and lagging of the kinds and dimensions required, complying with these specifications, where required by regulation, indicated on the drawings or required by the Engineer.
- C. Vibration monitoring shall be provided during installation and extraction of sheeting whenever the braced excavation is adjacent to existing structures, in critical areas as noted in the contract documents, or as requested by the Engineer.
- D. Routine monitoring of the in-place excavation support system shall be provided.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK
- B. Section 31 23 19, DEWATERING

1.03 QUALITY ASSURANCE:

- A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Safety and Department of Labor, Division of Occupational Safety "Excavation & Trench Safety Regulation (520 CMR 14.00)" and "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et seq.)." Contractors shall be familiar with the requirements of these regulations.
- B. The Contractor is responsible for the adequacy of the excavation support system and shall retain the services of a Professional Engineer registered in the state where the project is located to design the required excavation support systems. The Contractor's Professional Engineer shall practice in a discipline applicable to excavation work, shall have experience in the design of excavation support systems and shall design in conformance with OSHA requirements. The Contractor's Professional Engineer shall provide sufficient on-site inspection and supervision to assure that the excavation support system is installed

SUPPORT OF EXCAVATION

and functions in accordance with its design. Criteria listed herein defining the responsibilities of the Contractor's Professional Engineer are minimum requirements.

1.04 REFERENCES:

The following standards form a part of this specification as referenced herein.

ASTM International (ASTM)

ASTM	A6	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling

ASTM	A328	Standard Specification for Steel Sheet Piling

1.05 SUBMITTALS:

- A. At least three weeks before starting installation of the excavation support system, the Contractor shall submit the attached Certificate of Design completed and signed by the Contractor and the Professional Engineer, identifying the Contractor's Professional Engineer who will be responsible for design of the excavation support system, and in accordance with Section 01 33 23, including, for record purposes only:
 - 1. An overall time schedule for construction of the braced excavation system.
 - 2. A description of the anticipated sequence of construction.
 - 3.
 - a. Complete details of braced excavation methods, equipment and sizes and lengths of materials proposed to be used.
 - b. Details of vibration monitoring devices and reports.
 - c. Details of the means and methods that will be used in monitoring the integrity of the support system during its entire period of use to ensure the safety of the excavation.
 - d. Complete computations for the design of the braced excavation system bearing the seal of the responsible Professional Engineer duly registered licensed to practice within a discipline applicable to excavation work, in the state where the project is located.
 - e. Any other pertinent data required for record purposes by the Engineer.
- B. Receipt of the information by the Engineer will not relieve the Contractor of the sole responsibility for the adequacy of the braced excavation system, and for assuring that there will be no resulting damage to adjacent pavement, utilities or structures, and for providing safe conditions within the sheeted areas.

- C. Further for the record, upon completion of the work of this section, the Contractor shall submit all records of survey, vibration monitoring and inspection of existing structures to the Owner's Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Timber sheeting shall be sound spruce, pine, or hemlock, and either tongue and grooved or splined. Timber sheeting shall not be less than nominal 2-inches thick.
- B. Where steel sheet piling is indicated on the drawings or installation is ordered by the Engineer or required by OSHA standards, the material shall be of such size and strength as required by the excavation support design prepared and submitted by the Contractor's Professional Engineer. Steel sheet piling may be new or used material but shall not contain splices, cutouts, patches, or other alterations which would impair its integrity or strength. Steel sheeting shall be an approved standard section, weighing not less than 22 pounds per square foot of wall and conforming to ASTM A6 and A328.
- C. Where soldier piles and lagging are used, the steel piles shall conform to ASTM A6, and the lagging shall meet the requirements for timber sheeting, as defined above.
- D. Timber and steel used for bracing shall be of such size and strength as required in the excavation support design prepared and submitted by the Contractor's Professional Engineer. Timber or steel used for bracing shall be new or undamaged used material, which does not contain splices, cutouts, patches, or other alterations, which would impair its integrity or strength.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Work shall not be started until all materials and equipment necessary for construction are either on the site of the work or satisfactorily available for immediate use as required.
- B. The sheeting/lagging shall be sufficiently tight to minimize any resulting lowering of the groundwater level outside the excavation, as required in Section 31 23 19, DEWATERING.
- C. The sheeting/piling shall be driven by approved means to the design elevation. No ends or edges of sheeting/piling shall be left exposed in a manner, which could create a possible hazard to the safety of the public or a hindrance to traffic of any kind.

- D. If boulders or very dense soils are encountered, making it impractical to drive a sheeting/piling section to the desired depth, the section shall be treated as directed by the Contractor's Engineer.
- E. Within seven days of completing the initial installation of the earth support system, the Contractor shall submit a certification from its Professional Engineer, stating that the excavation support system as installed is in general compliance with the design or approved modifications thereto.
- F. The sheeting/piling shall be left in place where indicated on the drawings or required by the Engineer in writing. At all other locations, the sheeting/piling may be left in place or salvaged at the option of the Contractor. Wood or steel sheeting/piling permanently left in place shall be cut off at a depth of not less than two feet below finish grade unless otherwise required.
- G. All cut-off material is the property of the Contractor and shall be promptly removed by it from the site.
- H. The satisfactory construction and maintenance of the excavation support system, complete in place, shall be the responsibility of the Contractor.
- I. The Contractor shall be responsible for promptly repairing all damage to adjacent structures caused by the installation, performance, or removal of the excavation support system.

END OF SECTION

CERTIFICATE OF DESIGN

RE: Contract between

OWNER:

and

CONTRACTOR:

on

CONTRACT:

(Name)

(Name)

(Title)

(Number)

(Date)

The undersigned hereby certify that the engineer listed below:

1. Is licensed or registered to perform professional engineering work in the state of _____;
(Location of Project)
2. Is qualified by education and training to design the _____
specified in Section _____ of subject contract;
3. Has previously designed comparable excavation support systems;
4. Has prepared the design in full compliance with the requirements of subject contract, including all applicable laws, regulations, rules, and codes; and
5. Will inspect and supervise installation of the excavation support system and will monitor the in-place system to confirm that the system is installed and functions in accordance with the design.

CONTRACTOR

ENGINEER

By: _____
(Signature)By: _____
(Signature)

(Name)

(Name)

(Title)

(Engineering Discipline)

(Date)

(Date)

SUPPORT OF EXCAVATION

31 50 00-5

SECTION 32 12 16.13

HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, and transportation necessary to construct the following:
1. The hot mix asphalt pavement for all walkways/service drives shall be composed of materials as specified herein and shall be constructed on a prepared base course to the depth, grade and cross-section shown on the plans, as specified herein and as required by the Engineer.
 2. Unless otherwise specified in the Contract Drawings:
 - a. Hot mix asphalt pavement for pedestrian walks shall be composed of a one and one half (1 ½) inch hot mix asphalt binder course, and a one and one half (1 ½) inch hot mix asphalt dense mix course.
 - b. Hot mix asphalt pavement for vehicular pavement shall be composed of a two and one half (2 ½) inch hot mix asphalt binder course, and a one and one half (1 ½) inch hot mix asphalt dense mix course.
 3. Any reference to hot mix asphalt (HMA) on the plans or in the specifications shall relate to this section.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS:

- A. Reference to the standards, specifications and tests of technical societies, organizations and governmental bodies are made in the Contract Documents.
1. AASHTO - American Association of State Highway and Transportation Officials (tests or specifications).
 2. ASTM - ASTM International.
 3. Mass. Standard Specs. - Latest edition of the MassDOT Standard Specifications for Highways and Bridges hereinafter referred to as "The MassDOT Standard Specifications."

1.03 SUBMITTALS: IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Asphalt emulsion product and application specification.

HOT MIX ASPHALT PAVEMENT

- B. Six sets of complete job mix formula shall be submitted to the Engineer at least two weeks before any of the work of this section is to begin.

PART 2 - PRODUCTS

2.01 DENSE GRADED CRUSHED STONE SUBBASE:

- A. Dense graded crushed stone subbase shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials.
- B. Gradation requirements for dense graded crushed stone subbase shall be as specified in Section 31 00 00, EARTHWORK.

2.02 HOT MIX ASPHALT PAVEMENT:

- A. Hot mix asphalt pavement shall consist of binder mix and dense mix courses constructed to the thickness shown on the plans or specified herein and shall conform to the relevant provisions of Sections 460 and (M3.11.03) of the MassDOT Standard Specifications, unless specified otherwise hereinafter.

B. Base/Binder Courses

1. Base/Binder Courses shall be Bituminous Concrete Pavement, Dense Finish Course Type I-1.

C. Leveling/Overlay Courses

1. Leveling/Overlay Courses may conform to "Surface Treatment" dense mix, Table A, Section M3.11.03 of the MassDOT Standard Specifications, comprised of Class I Dense Bituminous Concrete, Type St or Dense Mix Type I-1, at the Contractor's option.
2. The general composition of the bituminous concrete mixture (the proportion of asphalt cement to mineral aggregate) shall be in accordance with MHD requirements.
3. The mineral aggregate composition for Type St shall be as follows:

TYPE ST SIEVE ANALYSIS U.S. Standard Sieve No.	MINERAL AGGREGATE Percent Passing by Weight (per ASTM C-136)	
Size	Minimum	Maximum
1/2	100	-
3/8	80	100
4	55	80
8	48	63

HOT MIX ASPHALT PAVEMENT

16	36	49
30	24	38
50	14	27
100	6	18
200	4	8

2.03 ASPHALT EMULSION:

- A. Asphalt emulsion tack coat shall be Type SS-1 or SS-1H as specified by the Asphalt Institute.

2.04 SEAL COAT:

- A. Seal coats shall be within the composition limits for protective seal coat emulsion in accordance with MassDOT M3.03.3.
- B. Silica sand when blended with seal coat emulsion shall be No. 30 silica sand.

2.05 PAVEMENT MARKINGS:

- A. Pavement markings shall conform to the requirements of MassDOT 860.
- B. The mixture of the marking material shall be within the composition limits for reflectorized pavement markings as described in the MassDOT Specifications as follows:
 - 1. Thermoplastic reflectorized pavement markings - M7.01.03/04.
- C. Application of the glass beads to be used as reflector material on the striping shall conform to Sections 860.62 and M7.03.07 of the MassDOT Specifications.

2.06 PAINT FOR PARKING LOTS

- A. Paint for parking lot lines shall conform to Federal Specification TT-P-115-E Type 1. Paint shall be 11-3 PPG Industries, Pittsburgh, PA or approved equal.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Paving courses required for the project shall be as shown on the drawings and as specified herein. Pavement thicknesses specified are measured in compacted inches. If a pavement course thickness exceeds 2-1/2 compacted inches, the course shall be installed in multiple lifts with each lift not exceeding 2-1/2 compacted inches in thickness.

3.02 DENSE GRADED CRUSHED STONE SUBBASE:

- A. The dense graded crushed stone subbase to be placed under pavement shall consist of 12-inches of gravel evenly spread and thoroughly compacted.

HOT MIX ASPHALT PAVEMENT

- B. The dense graded crushed stone shall be spread in layers not more than 4-inches thick, compacted measure. All layers shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by ASTM D1557 Method C at optimum moisture content.

3.03 TEMPORARY HOT MIX ASPHALT PAVEMENT:

- A. Where specified and required by the Engineer and after placement of the dense graded crushed stone subbase, the Contractor shall place temporary bituminous pavement. It shall consist of hot mix asphalt, 1 ½"-inches thick, in accordance with MassDOT 460.
- B. The temporary pavement shall be repaired as necessary to maintain the surface of the pavement until replaced by permanent pavement. When so required by the Engineer, the Contractor shall remove the temporary pavement and install or regrade the subbase for installation of permanent pavement.

3.04 PERMANENT HOT MIX ASPHALT PAVEMENT:

- A. The hot mix asphalt mixtures shall be placed on the approved base only when, in the opinion of the Engineer, the course is sufficiently dry and weather conditions are suitable.
- B. Where walls, curbing, or other suitable permanent supports are not present, the Contractor shall secure proper alignment and adequate compaction of the binder and surface courses as shown on the Contract Drawings and finish all edges with a neat, tamped edge.
- C. The mixture shall be placed in two (2) courses as shown on the Contract Drawings. Each course shall be spread and finished as required in the MassDOT Standard Specifications, Section 460.63.
- D. All joints between binder and top course shall be staggered a minimum of 6-inches.
- E. Prior to completion of bituminous concrete overlay, the Contractor shall have the existing patched surfaces tack coated and leveled to eliminate all "birdbaths" or extreme lows which may create ponding or drainage problems. Leveling course (surface treatment) bituminous concrete applied as necessary, shall be raked and feathered and be properly rolled and compacted. The Contractor shall apply "level" lines, screeds, or use other measures to achieve the proper leveling surface suitable for overlay.
- F. After completion, the hot mix asphalt courses shall conform to the thickness shown on the Contract Drawings or specified herein, smooth and even and of a dense and uniform structure. When tested with a sixteen (16) foot straight edge placed parallel to the centerline of the pavement, there shall be no deviation from a true surface in excess of one-quarter (1/4) inch.
- G. Seal coat shall be applied only on parking lot and access drive pavement areas, unless otherwise indicated on the Drawings. The surface area to be seal coated, as shown on the

drawings, shall be swept and air cleaned. The first coat shall be applied with eight (8) pounds of #30 silica sand blended with each gallon of emulsion applied at a rate of 0.15 gallons per square yard. The second coat shall be a straight sealer applied at the rate of 0.1 gallons per square yard.

- H. The Contractor shall prepare the pavement surface for painting lines according to the recommendations of the paint manufacturer. Applied markings shall have clean-cut edges, true and smooth alignment and uniform film thickness of 15 mils, +/- 1.0. The Contractor shall be responsible for removing, to the satisfaction of the Engineer, tracing marks, and spilled paint applied in an unauthorized area.

3.05 ASPHALT EMULSION TACK COAT:

- A. To all existing surfaces to be paved against or overlaid, apply a single very thin (0.05 to 0.15 gallons per square yard) application of diluted asphalt emulsion (Type SS-1) to cover the entire surface of existing pavement.
- B. Essential qualities of coverage are (1) it must be very thin and (2) uniformly cover entire surface of existing pavement.
- C. Place only that amount of tack coat which can be overlaid with new pavement by the end of each day, and; IF RAIN IS ANTICIPATED DO NOT APPLY TACK COAT.

3.06 GUARANTEE/WARRANTY:

- A. The Contractor shall be solely responsible for protecting surfaces until final acceptance of the project by the Owner and shall take all necessary precautions to secure premises during the initial drying periods.
- B. The pavement shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The Contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable pavement and or coating at no additional cost to the Owner.

END OF SECTION

SECTION 32 16 00

CURBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers furnishing and installation of precast curb, where required, as shown on the Drawings and as specified herein.
- B. This section also covers replacement of curbing removed during construction.

1.02 RELATED WORK:

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE.
- B. Required earthwork is specified under Section 31 00 00 EARTHWORK.
- C. Section 32 12 16.13, HOT MIX ASPHALT PAVEMENT.

1.03 REFERENCES:

The following standards form a part of these specifications, as referenced:

Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

Shop drawings, showing dimensions of typical curb sections.

PART 2 - PRODUCTS

2.01 PRECAST CURB:

- A. Precast curb shall be formed with concrete rated at 3500 psi at 28 days.
- B. The manufacturer shall maintain at the manufacturing site a record of material used and their sources, and a copy of concrete mix designs.
- C. Precast parking lot curb shall be the Standard Precast Bumper Curb as manufactured by Durastone Co., Lincoln, RI, or approved equal.

PART 3 - EXECUTION

3.01 PRECAST CURBING:

- A. Precast curb shall be furnished and installed as indicated on the drawings.
- B. Any units, which are cracked, chipped, spalled, or otherwise damaged, shall be removed and replaced with units meeting the specified requirements.

END OF SECTION

SECTION 32 18 23

NATURAL ATHLETIC FIELD TURF

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Under this Section, the Contractor shall furnish all labor, materials, equipment (including low ground pressure equipment (LGP)), and transportation required to fine grade, prepare athletic fields, and furnish and place athletic field rootzone mix material meeting the requirements of this Section, as shown on the Drawings and as specified herein. Areas indicated for proposed sod within the new athletic field shall receive Athletic Field Rootzone Mix complying with this Section. The ½-inch maximum stone size screening requirement shall apply to all athletic field playing surfaces and safety zones.
- B. Prospective bidders are advised that significant quantities of topsoil are present at the property and presumably available for reuse if compatible with the requirements of this specification. The Contractor shall be responsible for amending topsoil, as required to comply with this specification.
- C. The Contractor shall be responsible for screening, blending, and amending salvaged on-site topsoil as required to produce compliant Athletic Field Rootzone Mix.
- D. No heavy-duty equipment and vehicular traffic shall be allowed on the prepared areas. While using the blecavator, the contractor shall fine grade soil over the blecavation areas based on the proposed elevations indicated on the site plan.
- E. It is the intent of the Work to maximize the reuse of existing on-site topsoil salvaged from forested areas to be cleared for construction. Salvaged material shall be stripped, stockpiled, screened, and amended for use as athletic field rootzone mix, to the extent that it meets the requirements of this Specification.
- F. Salvaged on-site topsoil may be used only where testing confirms compliance with the physical and chemical requirements of this Section. The Contractor shall be responsible for screening, blending, and amending salvaged material as required to meet the athletic field rootzone mix requirements of this section.
- G. If salvaged on-site topsoil is insufficient in quantity or unsuitable in quality, the Contractor shall furnish additional soil from an approved source and process it as required to produce Athletic Field Rootzone Mix complying with this Section, at no additional cost to the Owner.
- H. Imported source soil may be obtained from Nantucket or an approved off-island source. All imported material shall be free of contaminants, compatible with the

NATURAL ATHLETIC FIELD TURF

specified rootzone requirements, and comply with all testing, submittal, and performance requirements of this Section.

- I. The Contractor shall not rely on assumed quantities of salvaged topsoil. No additional compensation or time extension shall be granted due to shortfall, rejection, or additional processing of salvaged material.

1.02 SAMPLES/TESTS

- A. The Contractor shall furnish a Certified Laboratory Report showing the soils classification and nutrient analysis of representative samples of the proposed Loam to be used, including the extent of lime and fertilizer required. Samples submitted for approval must be representative of the total volume to be furnished, taken in the presence of the Engineer, and delivered to a certified laboratory by the Contractor; all costs for such shall be borne by the Contractor.
- B. At least ten (10) days prior to shipment/delivery of materials, the Contractor shall submit to the Owner a one (1) cubic foot representative sample, certifications, certified test results for materials as specified below. The Contractor shall provide a listing of the address (location) identifying the origin of the soil to be delivered. Origin shall be from a single source/location. No materials shall be ordered or delivered until the required submittals have been reviewed and approved by the Owner. Delivered materials shall closely match the approved samples. Approval shall not constitute final acceptance. The Owner shall reserve the right to reject, on or after delivery, any material that does not meet these Specifications.
- C. If the material does not conform to the above requirements, it shall be rejected, and additional sources shall be found. Sampling and testing shall be accomplished as specified herein until an approved material is found, all at the Contractor's expense.
- D. To assure that materials fulfill specified requirements regarding textural analysis, organic matter content, pH, and fertility testing may be undertaken:
 - 1. Prior to site delivery; at source;
 - 2. At time of delivery; on-site; and/or
 - 3. Immediately following spreading on site. Soil sampling shall also indicate if specified soil was supplied uniformly to the minimum specified depth.

1.03 REFERENCES

- A. ASTM - American Society for Testing and Materials.

1.04 NOTIFICATION

- A. The Contractor shall notify the Owner in writing at least ten (10) days in advance of the time he intends furnishing athletic field rootzone mix stating the location and amount of such deposit, the name and address of the supplier and also shall furnish such facilities, transportation and assistance as the Owner may require for

collecting and forwarding samples.

1.05 QUALITY CONTROL

- A. The subgrade shall be compaction tested prior to the installation of the rootzone mix. Compaction tests shall fall within the industry standards for fields and any areas that exceed these standards shall be corrected at the contractor's expense prior to installation of athletic field rootzone mix.
- B. Following installation of irrigation system and prior to installation of sod, contractor shall notify landscape architect or owner and provide the owner with compaction tests along the center line of the field as well as along the side lines to ensure that the root zone mix has not been heavily compacted. Compaction tests shall fall within the industry standards for fields and any areas that exceed these standards shall be corrected at the contractor's expense prior to installation of sod.
- C. The Contractor or Sub-contractor must have a minimum of five (5) years of experience installing athletic field rootzone mix based athletic fields of similar size and quality of this project.
- D. The contractor shall follow the critical factors listed in ASTM F3339-20 and as amended by this specification.
- E. The Contractor shall avoid excessive compaction of the subgrade prior to installation of the loam/rootzone. Refer to Section 31 00 00 EARTHWORK.
- F. Grades shall be established using low-pressure, laser-guided grading equipment. Grades should conform to those grades and elevations as specified in the construction documents.
 - 1. Grade tolerances are:
 - a. Subgrade: 1/2 in. when measured with a 25-foot straight edge in any linear direction.
 - b. Surface/Finish: 3/8 in. when measured with a 25-foot straight edge in any linear direction.
- G. Core and Soil Analysis: Core fields including over run areas – one core per 5,000 SF, to ensure required depth of Topsoil and chemical composition. (Coring of the Fields shall be witnessed by the Owner's Third Party Inspection representative). The placement of Sod operations shall not commence until the requirements of Part 2 and 3 have been verified through the Core and Soil Analysis Quality Assurance.

1.06 SUBMITTALS

- A. Sod
 - 1. Certification of sod grower
 - 2. Certification by product manufacturer of the grass seed used in the sod.

3. Soil nutrient, organic matter content, and textural analysis of the sod-soil from an independent soil testing agency.
- B. Rootzone Mix Amendment Plan.
1. Provide copies of all Loam Borrow testing reports
 - a. Physical Analysis: ASTM F1815-11, ASTM F1632-03.
 - b. Percolation Rate: ASTM F-1815-11 - modified for compaction level per ASTM D-698-12
 - c. Nutrient Analysis – pH, calcium carbonate equivalent, organic matter content, nutrient content and the presence of any heavy metals or phytotoxic ions/substances, soluble salts
 2. Provide list of amendments proposed for topsoil, including application rates.
 3. Information detailing the soil amendments including limestone, fertilizers, and organic material.
 4. Method and quality control plan for amending topsoil
- C. Organic Matter Amendment
1. Certified origin of material
 2. Organic matter content (dry weight basis) shall be between 50-60%.
 3. Test results for Ash content, organic matter, pH, fiber content, moisture content and volume weight, and Classification (ASTM D1997, D2944, D2974, D2976, D2980, D4427) and C/N ratio.
- D. Quality Control Plan for Site Preparation and Placement of Rootzone Mix Placement
1. List of equipment to be utilized for excavation, transport, and placement of base and rootzone material, laser grading subgrade and finish grade.
 2. Method for placement of base and rootzone
 3. Method and materials for protection of subgrade, base, and rootzone during field construction operations
- E. Proctor of subgrade materials and Loam Borrow/ Rootzone Mix ASTM D698.
- F. Compaction test results from and independent testing agency.
- G. As-Built Plans
1. As-built surveys shall be performed by a Licensed Land Surveyor registered in the Commonwealth of Massachusetts.
 2. Subgrade as-built plan according to A-2 horizontal and T-2 vertical class accuracies, as prepared and stamped by a licensed surveyor in the state at a 25 by 25-foot grid after laser grading is completed and prior to placing topsoil.
 3. Surface/finish as-built plan according to A-2 horizontal and T-2 vertical class

accuracies, prepared and stamped by a Licensed Land Surveyor registered in the Commonwealth of Massachusetts, at a 10-foot by 10-foot grid after laser grading is completed and prior to sod installation.

4. Electronic files, direct from surveyor, of subgrade and finish grade as-built plans in AutoCAD .dwg format, surface and point files imbedded in .dwg file, surface file in .xml format, and point file in PNEZD .csv or xlsx format.

- H. Delivery tickets for all material delivered to the site.

PART 2 - MATERIALS

2.01 ROOTZONE MIX

- A. In accordance with the specific requirements of this project, native, on-site, soil may be re-used as Rootzone Mix. Should the contractor decide to furnish all required Rootzone Mix, imported from off-site sources, as necessary, to complete the project, the Rootzone Mix shall meet this Specification.
- B. Rootzone Mix shall be a natural product consisting primarily of natural topsoil, free from subsoil, and obtained from an area that has never been stripped, as noted above, the location of the source of the topsoil must be submitted to the Owner.
- C. Rootzone Mix shall consist of fertile, friable, natural loam capable of sustaining vigorous plant growth. Rootzone Mix shall be without admixture of subsoil, and refuse, resulting in a homogeneous material free of stones greater than ½" in the longest dimension with no more than 1 % total stone (>7.6 mm), be free of sharp objects such as glass, wire, hardware and other foreign objects, lumps, plants, roots, sticks, debris, and extraneous matter as determined by the Owner.
- D. Rootzone Mix shall meet the requirements of ASTM F3339-20 Table 2 and 3 as amended below and shall be "loamy sand" or sandier in texture determined by mechanical analysis (ASTM D-422) and based on the "USDA" Classification System".

**Table 2 -Physical Properties of the Athletic Field Rootzone
(Test Methods F1815*, 1632-03)**

Physical Property	Specified Range
Total Porosity	35 – 50 %
Bulk Density (kg · m ⁻³)	1.2 – 1.5
Air-filled Porosity	≥ 15 %
Capillary Porosity	≥ 15 %
Saturated Hydraulic Conductivity (inches/hr)	≥ 4

Table 3 - Chemical Properties of the Athletic Field Rootzone

Chemical Property	Specified Range
pH (Test Methods D4972)	6.0 – 6.5

Calcium Carbonate Equivalent	< 5 %
Organic Matter (Test Methods F1647)	1 to 4 %
Nutrient Content	**
Heavy metals or other phytotoxic ions	***

* F1815 - modified for compaction level per ASTM D-698-12

** Adjust per soil laboratory recommendations and local requirements

*** Shall be below regulated thresholds

- E. Rootzone Mix shall be uncontaminated by salt water, foreign matter, and substances harmful to plant growth. The maximum soluble salt index shall be 100.
- F. Rootzone Mix shall not have levels of aluminum greater than 200 parts per million.
- G. Rootzone Mix shall be within the pH range as indicated above except where it is noted on plans and details. If limestone is required to amend the screened loam to bring it within a pH range of 6.0 to 6.5, no more than 200 pounds of limestone per 1,000 square feet of loam, incorporated into the soil, or 50 pounds of limestone per 1,000 square feet of loam, surface application, within a single season (or per local university testing recommendations).
- H. Peat - to adjust organic matter content (if required), the soil may be amended, prior to site delivery, by the addition of peat moss containing a natural (unadulterated) pH between 4.5 and 7.0, an ash content of <17 %, and a Solvita stability index of > 6, and a C/N Ratio from 20:1 to 40:1. No woody peat (derived from trees and shrubs) and sedimentary peat (derived from plants that grow in water and found on pond and lake bottoms). Use of organic amendments is accepted only if random soil sampling indicates a thorough incorporation of these materials.
- I. The Owner will reject any material delivered to the site that does not meet these Specifications after post-delivery testing. If the delivered Rootzone Mix does not meet the specifications stated in this document, the delivered Rootzone Mix will be removed by the Contractor at the Contractor's expense and at the time of rejection.
- J. Rootzone Mix shall not be handled or moved when in a wet or frozen condition.
- K. Rootzone Mix shall not be destroyed through excessive and unnecessary handling or compaction. Inappropriate handling leading to the compaction or deterioration of soil structure will result in rejection of topsoil for use.
- L. At no time should equipment or material rest on the soil.

2.02 REUSE OF NATIVE TOPSOIL FOR ROOTZONE MIX

- A. Native topsoil shall be stripped, shredded, screened, and amended to meet the Rootzone Mix specifications listed above and per recommendations of a certified soil testing agency. The contractor has the option of amending in-place by way of

blecavation in four directions prior to excavation, shredding, and screening procedures; during the shredding and screening process; or after the shredding, screening process and finish grades are established by way of blecavation in four directions, and prior to installation of sod.

- B. Soil testing shall be completed on blended Rootzone Mix every 500 cubic yards by a previously approved, independent, testing agency
- C. Stockpile Storage and Transportation—During the blending operation and once the Rootzone Mix has been blended and all QC approvals have been met, the stockpiled material should be protected against the effects of weather until the time of placement/installation. If heavy rain is expected, the stockpiles should be covered. To protect against wind erosion of soil or organic components, the stockpiles should be kept moist on the surface of the stockpile. Once stockpiled Rootzone Mix is to be transported to or on the construction site, care should be taken to assure that the loading equipment and haul vehicles/containers are properly sanitized such to contain no foreign soil, aggregate, asphalt, etc. that might contaminate the blended Rootzone Mix. When the stockpile material is being picked up for loading, care should be exercised to assure that the bucket of the loading equipment is not picking up underlying soil or asphalt and that cleated tires or tracks are not tracking or ‘tilling’ other material into the rootzone mix.
- D. Care shall be taken not to overwork the Rootzone Mix, causing it to break down, utilizing only agricultural equipment such as plows, discs, or harrows and portable quarry sieves, screens, or blenders.

2.03. SOD:

- A. All sod furnished shall be living sod containing at least seventy percent (70%) of thickly matted turfgrasses of an approved perennial variety grass mix and free from noxious weeds. Sod shall be obtained from a recognized turf farm and shall be accompanied by certificates of compliance relative to blend percentages. All sod shall comply with applicable State and Federal laws.
- B. Sod turfgrass mix shall conform to the following requirements

<u>Botanical and Common Names</u>	<u>Proportion</u>	
‘Gettysburg’ Perennial Ryegrass (<i>Lolium perenne</i> ‘Gettysburg’)	20%	(Endophytic)
‘America’ Kentucky Bluegrass (<i>Poa pratensis</i> ‘America’)	16%	
‘Challenger’ Kentucky Bluegrass (<i>Poa pratensis</i> ‘Challenger’)	16%	
‘Glade’ Kentucky Bluegrass (<i>Poa pratensis</i> ‘Glade’)	16%	

'P104' Kentucky Bluegrass
(*Poa pratensis* 'P104') 16%

'Touchdown' Kentucky Bluegrass
(*Poa pratensis* 'Touchdown') 16%

C. Sod shall be furnished in either of the following dimensions:

1. In rectangular sod strips measuring 12- or 16-inches in width and either 4 or 6 feet in length, stored in rolls with the grass top side inverted so that the sod root mass (soil-side) is to the exterior.
2. In rectangular sod strips termed "Big Rolls," consisting of three 16-inch wide sod strips, maximum 50 feet long, rolled and stored on specially fabricated heavy-duty tubes furnished by the sod supplier. The overall dimensions of the "Big Roll" are 48-inches wide by a maximum of 50 feet long.

D. Any turf with growth of more than 2-inches in height shall be mowed to a height between 1 ½ - to 2-inches not more than 5 days prior to harvesting as sod. The sod shall be machine cut at a uniform soil thickness between ½ - to ¾-inches, excluding top growth and thatch at time of cutting. The maximum allowable deviation from the widths and lengths specified shall be 5 percent. No broken pads, torn, or uneven ends shall be accepted. Standard size sections of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 18 percent of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.

E. The Owner shall inspect sod for approval upon delivery to the site.

F. Sod shall be delivered and installed within a period of 36 hours from the time of harvest, which shall be certified by the supplier on delivery slips. Sod that has not been installed within this time period shall be subject to re-inspection and approval by the Owner for use. The Contractor shall remove any rejected sod from the site and shall furnish fresh sod at no extra cost to the Owner.

2.04 WATER:

A. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be furnished by the Contractor, at no additional cost to the Owner.

2.05 INSECTICIDES:

A. No insecticides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner.

B. Insecticides shall be EPA registered and approved for use in public open spaces.

All insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.

- C. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.
- D. Grub control insecticide shall be Scotts Grub-Ex (Granular) as manufactured by The Scotts Company LLC, Marysville, OH; Bayer Advanced Season-Long Grub Control and Turf Revitalizer (Granular), as manufactured by Bayer Cropscience LP, Research Triangle Park, NC; or approved equal.

2.06 HERBICIDES:

- A. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner.
- B. All herbicides shall be EPA registered and approved for use in public open spaces. All herbicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Owner's Representative.
- D. Herbicide for post-emergent application shall be glyphosate contact, 'Roundup', as manufactured by Monsanto, Inc., or approved equal, subject to Owner approval.

2.07 FUNGICIDES:

- A. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner.
- B. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

- A. Scarify subgrade to 16-inch depth below finished subgrade elevation.
- B. Grade subgrade to tolerances described above.
- C. All backfill to subgrade shall be compacted to not less than eighty-five percent (85%) and not more than ninety percent (90%) of the maximum dry density of the material as determined by ASTM D698 Standard Proctor Test.
- D. Low Ground Pressure (LGP) Equipment must be used for final grading of subgrade in order to minimize the compaction on the backfill and subgrade.

3.02 IMPORTED ROOTZONE MIX PLACEMENT

- A. The Contractor shall furnish and spread Rootzone Mix to the depths shown on the contract drawings, which depth shall be the minimum required depth after settlement. No compaction shall be required beyond that extent necessary to place sod and to ensure against unevenness or settlement below accepted finish grades.
- B. Grading Requirements—Grades should be established using low-pressure, laser-guided grading equipment. Grades should conform to those grades and elevations as specified in the construction documents and the tolerances indicated above. Subgrade and finish grade shall be approved by the project designer and owner, by way of as-built drawings and visual inspection, prior to proceeding with placement of rootzone mix and sod respectively.
- C. The Rootzone Mix shall be transported to/from the site and dumped around the perimeter of the site. Utilize LGP to spread the Rootzone Mix working from the perimeter inward toward the center of the field. Wheeled tractors or larger tractors are not allowed as they may cause excessive pressure that could lead to crushing of the drainage pipes, rutting of the subgrade, or over compaction of the rootzone material. As subsequent Rootzone Mix is moved to/around the site for dumping, construct a protective barrier over the installed rootzone to facilitate the movement of trucks onto the field for dumping of the load and protect the Rootzone Mix from rutting, excessive compaction, and trucks getting stuck in the Rootzone Mix. The protective barrier shall be a previously approved method and may include geomatting, a plywood course/s, other method, or combination thereof. Trucks or other equipment shall not travel over the uncovered subgrade. Once the delivery of the Rootzone Mix is completed, the field may be shaped, rough-graded and compacted as specified.
- D. Once Rootzone Mix has been placed and rough graded, fine grade field to finish grade and contour using laser guided leveling equipment to the tolerances specified above.

3.03 ROOTZONE MIX ESTABLISHED BY THE BLECAVATION METHOD

- A. The Contractor shall furnish and spread loam, sand and/or an organic amendment as necessary to meet the Rootzone Mix specifications listed above and per recommendations of a certified soil testing agency, distributed by a top-dresser for uniformity.
- B. All sport turf areas are to be tilled to a depth of 8-inches with a blecavator, conventional tilling is unacceptable.
- C. Fine grading shall be accomplished with a fully automated dual-plane laser grader.
- D. Under no circumstances will loaded rubber-tired vehicles in excess of 1 ton be allowed on the subgrade prior to or during the spreading of the root zone mix.
- E. Finish grades shall be verified by the Contractor using laser operation survey instruments with a tolerance as indicated above

3.04 SURFACE PREPARATION

- A. If approved by the Owner, the entire site area to be sodded shall be treated with an approved pre-emergent herbicide, in accordance with the manufacturer's recommendations, not less than 7 days before the start of sodding operations.
- B. If approved by the Owner, grub control insecticide shall be spread on the surface of the area to be sodded, in accordance with the manufacturer's instructions, after the area has been properly graded, not less than 24 hours before the start of sodding operations.

3.05 SODDING

- A. The Contractor shall notify the Owner at least 30 days prior to the start of sodding operations. Sodding shall not begin until the sod bed is reviewed and approved by the Owner. No sodding shall be permitted prior to approval in writing by the Owner.
- B. All work shall be performed by skilled workers with a minimum of 2 years sod installation and lawn construction experience under the full-time supervision of a qualified foreman.
- C. Sodding operations shall not begin less than 4 days after the application of lime and fertilizer to the sod bed. The soil shall be watered with the equivalent of 1 inch of rainfall, after tilling and rolling of the sodbed is accomplished. Immediately before sodding is begun, the soil shall be lightly raked.
- D. Sodding shall be done when soil and weather conditions permit from August 15 to October 15, unless otherwise approved. If it becomes necessary for sod to be

furnished and installed between June 16 and August 14, provisions shall be made for regularly applying supplementary water.

- E. If there is a delay in sodding, during which weeds grow, or soil is washed out, the Contractor shall eliminate the weeds or replace the soil before sodding, without any consideration of additional compensation.
- F. The following provisions shall apply for the "Big Roll" method of furnishing and installing sod:
 - 1. Only sod harvested with a "Big Roll" (Sod-O-Matic) harvester as supplied by the Tuckahoe Turf Farm, Kingston Turf Farm, or approved equal, shall be permitted.
 - 2. Sod so harvested shall be stored, delivered and unloaded while rolled on the manufacturer's specially made tubes which permit the rolling and storage of three 16-inch wide sod strips, a maximum 50 feet in length and stored side by side.
 - 3. Sod shall be installed by means of the Big Roll Laying Device as manufactured by the Beck Manufacturing Company, Auburn, Alabama, or equal. This device, available in mechanical or hydraulic models, shall be used in conjunction with either a tandem wheel tractor or one equipped with high flotation tires that has a three point hitch. Small areas may be laid by hand at the Contractor's discretion.
 - 4. The sod shall be laid only by persons instructed by and in the presence of the sod supplier's representative until such time as the representative is satisfied that the Contractor's forces are sufficiently experienced in the proper use of the tractor, the Laying Device and supplementary sod-laying procedures. The Contractor shall be wholly responsible for the installation.
 - 5. The sod bed shall be so prepared to allow use of the tractor and laying device without causing depressions, ruts, etc., in the smooth finished surface to be sodded. Any depressions caused by the Contractor shall be remedied at no additional cost to the Owner.
 - 6. The sod bed shall not be moist at the time of installation; however, it shall contain sufficient moisture so as not to be powdery or dusty, both as determined by the supplier's representative.
 - 7. At slopes exceeding 25 percent in gradient, sod shall be installed manually and not by the "Big Roll" system.
 - 8. The sod shall be uniformly distributed over the prepared sod bed and pulled tightly against the edges of previously laid sections by laborers with garden rakes to ensure tight joints and prevent drying of the sod at the joints.

- G. All sod shall be placed with close joints with no overlapping. All new work abutting existing lawns shall meet existing grades along a cut and prepared edge. The overlapping of existing lawn with new sod along limit of work lines shall not be permitted. Sod shall be laid in strips, butted edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or filled manually with approved on-site Rootzone Mix. However, sod laid with joints determined by the Owner to be too large shall be lifted and re-laid, in accordance with these specifications, to the satisfaction of the Owner, at no extra cost to the Owner. On slope areas exceeding a 25 percent gradient, the Contractor shall secure sod by pegging each strip 5 feet on center.
- H. The sod must be watered on the same working day on which it is installed. If necessary, the Contractor shall provide special crews after normal working hours to accomplish such work at no additional cost to the Owner.
- I. If, in the opinion of the Owner, rolling of the sod is required to properly joint the sod to the bed after the sod is laid and 24 to 48 hours after initial watering, the Contractor shall roll the required area with a roller, weighing between 75 and 100 pounds per linear foot of tread, at no extra cost to the Owner.
- J. The completed sodded surface shall be true to finish grades indicated on the contract drawings and shall be even and firm at all points.

3.06 ADDITIVES

- A. The Contractor shall apply all necessary fertilizer and lime to the soil in accordance with the manufacturer and laboratory's recommendations and as required by the sodding, seeding and/or planting specifications referenced elsewhere. Any preplant operations must be performed with care to avoid rutting or disruption of the final grade in any manner. Only lightweight or walk-behind equipment is advisable.

3.07 MAINTENANCE

- A. The Contractor shall maintain and protect sodded areas, as necessary to ensure dense healthy growth, until completion of the guarantee period and final acceptance of the project or for 60 days, whichever is longer. If lawns are planted in late summer or during the fall, maintenance shall continue through the following spring for at least 30 days. Maintenance shall include regular watering as specified, liming, fertilizing, control of weeds, insect pests and fungal pathogens, and regular mowing. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. The first cutting of lawn areas shall be done when the grass is between 2 ½ - to 3-inches in height. The lawn shall be cut no shorter than 2-inches in height and shall be regularly mowed as necessary to maintain the above-prescribed conditions. All cuttings shall be removed from the lawn during the maintenance period and

disposed of off-site.

- C. After the initial watering, the Contractor shall furnish, install, and maintain a system of temporary pipe, sprinklers, and service connections which are adequate to water the sod weekly with the equivalent of one (1) inch rainfall, or as necessary to develop and sustain dense, green growth. During the first week after the sod installation, watering shall be accomplished daily with a sufficient quantity of water to penetrate through the sod and into the sub-base.
- D. Six weeks after turf has established, and only during the months of April, May, or September, the Contractor shall apply fertilizer as specified above, at one half the rate recommended by the initial soils laboratory tests, as required by the Owner.
- E. The Contractor shall be responsible for securing all sodded areas from physical damage as necessary, including warning signs, barriers, temporary fencing, or other means of protection, through the guarantee period until final acceptance. All damaged areas shall be repaired or resodded to reestablish healthy vigorous growth of turf to the satisfaction of the Owner, at no additional cost to the Owner. Replacement sod shall be comprised of the same grass mix as approved by the Owner and specified above. All temporary barriers shall remain the property of the Contractor and shall be removed by the Contractor upon final acceptance by the Owner.
- F. Pavement shall be kept clean and clear of cuttings and debris at all times during the maintenance period to the satisfaction of the Owner.

3.08 INSPECTION AND PRELIMINARY ACCEPTANCE

- A. At the beginning of the planting season following that in which the sod has been installed, sodded lawn areas will be inspected. Any section not showing dense, vigorous growth shall be promptly repaired or resodded by the Contractor at no additional cost to the Owner. The sodded lawn areas shall be watered, weeded, cut and otherwise maintained by the Contractor, as many times as necessary, in accordance with these specifications, until they are accepted.
- B. The Contractor shall provide written notice to the Owner not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.
- C. Inspection and acceptance of sodded lawn areas may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.09 GUARANTEE:

- A. Sodded areas shall be guaranteed until final acceptance of the project, or, in the

case of late summer or fall planting, the guarantee period shall extend through the following spring.

- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Guarantee shall not apply to the replacement of sodded lawns resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- D. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.10 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 32 31 19

ORNAMENTAL FENCING AND GATES

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide all labor, materials, and appurtenances necessary for installation of the welded ornamental steel fence system defined herein.
- B. Fencing and gates must meet all playground code requirements for picket spacing, etc.

1.02 RELATED WORK:

- A. SECTION 03 30 00 CAST-IN-PLACE CONCRETE
- B. SECTION 03 30 13 REINFORCED CONCRETE FENCE MOWER STRIP
- C. SECTION 31 00 00 EARTHWORK

1.03 QUALITY ASSURANCE:

- A. The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.04 REFERENCES:

- A. The following standards, latest revision thereof, form a part of this specification as referenced:

AWS American Welding Society

CPSC Consumer Product Safety Commission

ASTM International (ASTM)

ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM B117 Standard Practice for Operating Salt-Spray (Fog) Apparatus

ASTM D523 Standard Test Method for Specular Gloss

ORNAMENTAL FENCING AND GATES

ASTM	D714	Standard Test Method for Evaluating Degree of Blistering in Paints
ASTM	D822	Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings
ASTM	D1654	Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM	D2244	Standard Practice for Calculation of Color tolerances and Color Differences from Instrumentally Measured Color Coordinates
ASTM	D2794	Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
ASTM	D3359	Standard Tests Method for Measuring Adhesion by Tape Test
ASTM	F2408	Standard specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets

1.05 SUBMITTALS – IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. The complete manufacturer's shop drawings which shall include the horizontal layout and vertical alignment for the proposed installation to the Landscape Architect for approval. Field verify all post sleeve spacing prior to fabrication. No material may be ordered pri-or to receiving written approval from the Landscape Architect.

1.06 PRODUCT HANDLING AND STORAGE:

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

1.07 PRODUCT WARRANTY:

- A. All structural fence components (i.e., rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in the material finish, including cracking, peeling, chipping, blistering, or corroding.
- B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed

ORNAMENTAL FENCING AND GATES

for five (5) years from date of original purchase.

PART 2 – PRODUCTS

2.01 MANUFACTURER:

- A. The fence system shall conform to Montage Plus (Classic) design, 3-Rail_style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma, or approved equal. The system shall include all components (i.e., panels, posts, gates, and hardware) required.

2.02 MATERIAL:

- A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60.
- B. Material for pickets shall be 3/4-inch square x 18 ga. tubing. The rails shall be steel channel, 1.5-inches x 1.4375-inches x 14 ga. Picket holes in the rail shall be spaced 4.675-inches o.c. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION:

- A. Pickets, rails, and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.
- B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly.
- C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). **The color shall be Black.** The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.
- D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.
- E. Gates with an out-to-out leaf dimension less than and including 72-inches shall be fabricated using Montage Plus ornamental panel material and 1-3/4-inch sq. x 14

ga. gate ends. Gate leafs greater than 72-inches shall be fabricated using ForeRunner rails, 17 ga. pickets, intermediate uprights, gussets, and 1-3/4-inch sq. x 14 ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 – EXECUTION

3.01 PREPARATION:

- A. All new installation shall be laid out by the Contractor in accordance with the Drawings.

3.02 INSTALLATION:

- A. Fence post shall be spaced according to Table 3, plus or minus ¼-inch. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36-inches. The “Earthwork” and “Concrete” sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE:

- A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces:
 - 1. Remove all metal shavings from the cut area.
 - 2. Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry.
 - 3. Apply 2 coats of custom finish paint matching fence color.

Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Selected fence manufacturer spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-selected manufacturer parts or components will negate the manufacturer’s warranty and the Contractor will then assume the obligation to pay all costs associated with warranty work.

3.04 GATE INSTALLATION:

- A. Gate posts shall be spaced according to the manufacturer’s gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application, weight, height, and number

of gate cycles. The manufacturer's gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the gate manufacturer and shall be installed per manufacturer's recommendations.

3.05 TOUCHUP PAINTING:

- A. Repair minor coating damage in accordance with manufacturer's written recommendations using approved touch-up materials.

3.06 CLEANING:

- A. The Contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage Plus Posts		
<u>Fence Posts</u>	<u>Panel Height</u>	
2-1/2" x 16 Ga.	Up to & Including 6' Height	
<u>Gate Leaf</u>	<u>Gate Height</u>	
	<u>Up to & Including 4'</u>	<u>Over 4' Up to & Including 6'</u>
Up to 4'	2-1/2" x 14 Ga.	3" x 12 Ga.
4'1" to 6'	3" x 12 Ga.	3" x 12 Ga.
6'1" to 8'	3" x 12 Ga.	4" x 12 Ga.

Table 2 – Coating Performance Requirements		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60-inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

(Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

Table 3 – Montage Plus – Post Spacing by Bracket Type

Span	For CLASSIC, GENESIS, MAJESTIC, & WARRIOR 8' Nominal (91.95" Rail)					
Post Size	2-1/2"	2-1/2"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Montage Plus Universal (BB112)	Montage Plus Line Blvd. (BB114)	Montage Plus Flat Mount (BB111)		Montage Plus Swivel (BB113)*	
Post Settings ± 1/4" O.C.	95"	95"	95"	95-1/2"	*95"	*95-1/2"
*Note: When using BB113 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.						

Table 4 – Montage Plus – Wind Loading						
Fence Height	Nominal Rail Length	Post Size	Pickets with 4" Airspace		Pickets with 3" Airspace	
			Wind Load Capacity Factor	Typical Wind Load Capacity	Wind Load Capacity Factor	Typical Wind Load Capacity
4'	8'	2.5" x 2.5" x 16ga.	66 (PSF)	179 (MPH)	57 (PSF)	166 (MPH)
5'	8'	2.5" x 2.5" x 16ga.	45.5 (PSF)	149 (MPH)	39 (PSF)	137 (MPH)
6'	8'	2.5" x 2.5" x 16ga.	32 (PSF)	125 (MPH)	28 (PSF)	116 (MPH)

END OF SECTION

SECTION 32 31 29

WOOD SPLIT RAIL FENCE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the wood split rail fence complete as indicated on the drawings and specified herein.

1.02 SYSTEM DESCRIPTION:

The cedar fence system shall consist of a 2-rail split rail fence approximately 3 feet in height above finished grade, with posts and rails configured as shown on the drawings.

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature of the materials specified herein.
- B. Shop drawings of the fence indicating post spacing, rail configuration, and installation details.
- C. Product data confirming material treatment and finish.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Premier Fence, LLC, Canton, MA.
- B. Or an approved equivalent manufacturer.

2.02 MATERIALS:

- A. All fencing shall be fabricated of cedar wood. Lumber shall be sound, straight, and free from loose knots, cracks, and other defects that would impair strength or durability.
- B. Posts:
 - 1. Posts shall be standard 2-hole size, 6-feet long, 6-inch wide, 3-inch deep with a flat-top.

2. Rails shall be 11-feet long diamond shaped rails, variable width (minimum 4-inches) with tapered ends.

C. Finish:

1. No finish required. Split rail fencing shall be left natural to weather.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. The fence shall be installed in accordance with the manufacturer's written instructions.
- B. Posts shall be direct buried a minimum of 3 feet below finished grade.
- C. Rails shall be installed level and securely seated in post mortises. Fence height shall be measured above finished grade.
- D. Where ledge or rock is encountered at a depth less than required for post embedment, secure posts using ledge pins.
- E. The fence shall be installed straight and true. Posts and rails shall be racked to follow finished grade. Posts shall be installed plumb. Rails shall be installed level, parallel, and securely seated in post mortises.

END OF SECTION

SECTION 32 84 00

IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. Include GENERAL CONDITIONS and applicable parts of Division 1 as part of this Section.
- B. Coordinate work of this Section with other underground utilities and with trades responsible for their installation. Refer to respective Drawings pertaining to other work.

1.02 WORK INCLUDED:

- A. The irrigation system shown on the Drawings and described within these Specifications represents a single controller, athletic field irrigation system supplied from one existing ground water well and two proposed ground water wells. The system is designed for 100 gallons per minute. Minimum 80-psi dynamic pressure at full system flow is required from the irrigation contractor's point of connection.
- B. Mechanical point of connections for the irrigation system shall be to an existing ground water irrigation well as a back-up and two proposed primary ground water wells, rated at approximately 50 gpm each. See Civil for well information.
- C. Electrical point of connection for irrigation system controller shall be to a new 120-volt, 1 phase 15-amp electrical circuit within the site electrical distribution panel. See electrical drawings. Irrigation controller shall be mounted inside the irrigation shed.
- D. Electrical point of connection for irrigation well pump shall be to a new 208-volt, 3 phase electrical circuit from local electrical distribution panel. Electrical disconnect shall be installed within 50 feet of each well head. See Electrical for power supply information.
- E. Work to be done includes furnishing all labor, materials, equipment and services required to complete all irrigation work indicated on the Drawings, as specified herein, or both.
- F. The Drawings and Specifications must be interpreted and are intended to complement each other. The Contractor shall furnish and install all parts, which may be required by the Drawings and omitted by the Specifications, or vice versa, just as

IRRIGATION SYSTEM

though required by both. Should there appear to be discrepancies or question of intent, the Contractor shall refer the matter to the Owner's Representative for decision, and its interpretation shall be final, conclusive and binding.

- G. All necessary changes to the Drawings to avoid any obstacles shall be made by the Contractor with the approval of the Owner's Representative.
- H. Trench excavation, back filling and bedding materials, together with the testing of the completed installation shall be included in this work.
- I. The work shall be constructed and finished in every respect in a good, workmanlike and substantial manner, to the full intent and meaning of the Drawings and Specifications. All parts necessary for the proper and complete execution of the work, whether the same may have been specifically mentioned or not, or indicated on the Drawings, shall be done or furnished in a manner corresponding with the rest of the work as if the same were specifically herein described.
- J. Record Drawing as well as Operating & Maintenance Manual generation, in accordance to these specifications shall also be included in this work.

1.03 RELATED WORK:

- A. Grading: Section 31 00 00 – EARTHWORK
- B. Excavating and backfilling for utilities: Section 31 00 00 – EARTHWORK
- C. Irrigation water supply system: Section 33 11 23 – IRRIGATION WATER SUPPLY SYSTEM
- D. Planting: Section 32 93 00 – TREES, ORNAMENTAL GRASSES, AND LANDSCAPING
- E. Electrical power supply: Division 26.

1.04 REFERENCES:

- A. The following standards, latest revision thereof, form a part of this specification as referenced:
 - 1. American Society for Testing & Materials (ASTM)
 - a. ASTM A536 Ductile Iron Castings
 - b. ASTM D1784 Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 - c. ASTM D1785 Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and C1200.

IRRIGATION SYSTEM

32 84 00-2

- d. ASTM D2464 Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
 - e. ASTM D2466 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 - f. ASTM D2564 Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
 - g. ASTM F477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 - h. ASTM D2737 Polyethylene (PE) Pressure rated tube.
- 2. National Plumbing Code (NPC)
 - 3. National Electric Code (NEC)
 - 4. National Sanitary Foundation (NSF)
 - 5. American Society of Agricultural Engineers (ASAE)
 - 6. Underwriters Laboratories, Inc. (UL)
 - 7. Occupational Safety and Health Regulations (OSHA)

1.05 ORDINANCES, PERMITS AND FEES:

- A. The Work under this Section shall comply with all ordinances and regulations of authorities having jurisdiction.
- B. The Contractor shall obtain and pay for any and all permits, tests and certifications required for the execution of Work under this Section.
- C. Furnish copies of Permits, Certifications and Approval Notices to the Owner's Representative prior to requesting payment.
- D. The Contractor shall include in its bid any charges by the Owner, Utility Company, or other authorities for work done by them and charged to the Contractor.

1.06 EXAMINATION OF CONDITIONS:

- A. The Contractor shall fully inform itself of existing conditions on the site before submitting its bid, and shall be fully responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual Work. No claim for extra compensation or extension of

time will be allowed on account of actual conditions inconsistent with those assumed, except those conditions described in the GENERAL CONDITIONS.

1.07 CONTRACTOR'S QUALIFICATIONS:

- A. Installer: A firm which has at least five (5) year experience in work of the type and size required by this Section and which is acceptable to the Owner's Representative.
- B. References: The Contractor must supply three references for work of this type and size with their bid including names and phone numbers of contact person(s).

1.08 TESTS:

- A. Observation: The Owner's Representative will be on site at various times to insure the system is being installed according to the Specifications and Drawings.
- B. Coverage Test: After completion of the system, test the operation of entire system and adjust sprinklers as required by the Owner's Representative. Demonstrate to the Owner's Representative that all irrigated areas are being adequately covered. Furnish and install materials required to correct inadequacies of coverage due to deviations from the Drawings or where the system has been willfully installed when it is obviously inadequate or inappropriate without bringing it to the attention of the Owner. See Part 3 - Execution.
- C. The Owner's Representative shall be notified 48 hours in advance for observations.
- D. During final observation, the Contractor shall be responsible for having two-way communication and sufficient personnel to provide instantaneous communication between the observation area and the controller for the system.

1.09 SUBMITTALS: IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Product specification sheets on all proposed equipment to be installed. Work on the irrigation system may not commence until product sheets are submitted and approved. Submittals shall be marked up to show proper nozzles, sizes, flows, etc. Equipment to be included:
 - 1. Sprinkler and Nozzles
 - 2. Valves: Manual and Automatic
 - 3. Controller
 - 4. Valve Boxes
 - 5. Pipe and Fittings

6. Wire and Connectors
 7. Quick Coupling Valves
 8. Wireless Rain Sensor and Receiver
 9. Grounding Equipment
 10. Miscellaneous Materials
- B. Operation and maintenance manuals: See paragraph 1.13 of this Section of the specifications.
- C. Project Record Documents:
1. The Contractor shall provide and keep up-to-date a complete redlined Record Set of Drawings of the system as the project proceeds. Drawings shall be corrected daily, showing every change from the original Drawings and Specifications. Record Drawings shall specify and exactly locate sprinkler type; pop up height and nozzle for each sprinkler installed. Each valve box location to be referenced by distance from a minimum of two permanent locations. Controller, rain sensor, quick coupling valves and all other equipment shall be indicated on the drawings. All wire routing, wire size and splices shall be indicated. Main line pipe and wire route shall have two (2) distinctly different graphic symbols (line types). Prints for this purpose may be obtained from Owner's Representative at cost. This redlined record set of drawings shall be kept at job site and shall be used only as a record set.
 2. The redlined set of documents shall also serve as work progress sheets and shall be the basis for measurement and payment for work completed. This record set of drawings shall be available at all times for observation and shall be kept in a location designated by Owner's Representative. Should this record set of drawings not be available for review or not be up-to-date at the time of the observation, it will be assumed no work has been completed. Provide copies of the redlined record set of drawings for Owner's Representative review on a monthly basis.
 3. Make neat and legible notations on this record set of drawings daily as the work proceeds, showing the work as actually installed. For example, should a piece of equipment be installed in a location that does not match the plan, indicate that equipment in a graphic manner in the location of installation and so as to match the original symbols as indicated in the irrigation legend. Should the equipment be different from that specified, indicate with a new

graphic symbol both on the drawings and the irrigation legend. The relocated equipment dimensions and northing and easting coordinates should then be transferred to the appropriate drawing in this record set of drawings at the proper time.

4. On or before the date of final field observation, deliver corrected and completed AutoCAD “record drawings” in electronic format to the Owner’s Representative as part of Contract Closeout. Delivery of the electronic files shall not relieve the Contractor of responsibility for providing any required information that may have been omitted from the record drawings.
- D. At the end of each segment of the project the Contractor shall submit the following to the Owner’s Representative.
1. Plumbing permits: If none required, so state.
 2. Material approvals.
 3. Pressure line tests: By whom approved and date.
 4. Materials furnished: Recipient and date.

1.10 DELIVERY, STORAGE AND HANDLING:

- A. Store and handle all materials in compliance with manufacturer instructions and recommendations. Protect from all possible damage. Minimize on-site storage.

1.11 WARRANTY:

- A. The Contractor shall obtain in the Owner's name the standard written manufacturer's guarantee of all materials furnished under this Section where such guarantees are offered in the manufacturer's published product data. All these guarantees shall be in addition to, and not in lieu of, other liabilities that the Contractor may have by law.
- B. In addition to the manufacturers guarantees the Contractor shall warrant the entire irrigation system, both parts and labor for a period of one (1) year from the date of acceptance by the Owner.
- C. As part of the one-year warranty the Contractor shall perform the first year-end winterization and spring start-up for the irrigation system.
- D. Should any problems develop within the warranty period because of inferior or faulty materials or workmanship, they shall be corrected to the satisfaction of the Owner’s Representative at no additional expense to the Owner.

IRRIGATION SYSTEM

32 84 00-6

- E. A written warranty showing date of completion and period of warranty shall be supplied upon completion of each segment of the project.

1.12 COORDINATION:

- A. The Contractor shall at all times coordinate his work closely with the Owner's Representative to avoid misunderstandings and to efficiently bring the project to completion. The Owner's Representative shall be notified as to the start of work, progression and completion, as well as any changes to the drawings before the change is made. The Contractor shall also coordinate his work with that of his sub-contractors.
- B. The Contractor shall be held responsible for and shall pay for all damage to other work caused by his work, workmen or sub-contractors. Repairing of such damage shall be done by the Contractor who installed the work, as required by the Owner's Representative.

1.13 MAINTENANCE AND OPERATING INSTRUCTIONS:

- A. Contractor shall include in its Bid an allowance for four (4) hours of instruction of Owner and/or Owner's personnel upon completion of check/test/start-up/adjust operations by a competent operator (The Owner's Representative office shall be notified at least one (1) week in advance of check/test/start-up/adjust operations).
- B. Upon completion of work and prior to application for acceptance and final payment, a minimum of three (3) three ring, hard cover binders titled MAINTENANCE AND OPERATING INSTRUCTIONS FOR THE NOBADEER ATHLETIC FIELDS IMPROVEMENTS IRRIGATION SYSTEM, shall be submitted to the Owner's Representative office. After review and approval, the copies will be forwarded to the Owner. Included in the Maintenance and Operating binders shall be:
 - 1. Table of Contents
 - 2. Written description of Irrigation System.
 - 3. System drawings:
 - a. One (1) copy of the original irrigation plan;
 - b. One (1) copy of the Record Drawing;
 - c. One (1) reproducible of the Record Drawing;
 - d. One (1) copy of the controller valve system wiring diagram

4. Listing of Manufacturers.
5. Manufacturers' data where multiple model, type and size listings are included; clearly and conspicuously indicating those that are pertinent to this installation.
 - a. "APPROVED" submittals of all irrigation equipment;
 - b. Operation:
 - c. Maintenance: including complete troubleshooting charts.
 - d. Parts list.
 - e. Names, addresses and telephone numbers of recommended repair and service companies. A copy of the suggested "System Operating Schedule" which shall call out the controller program required (zone run time in minutes per day and days per week) in order to provide the desired amount of water to each area under "no-rain" conditions.
6. Winterization and spring start-up procedures.
7. Guarantee data.

1.14 COORDINATION WITH OWNER AND UTILITIES:

- A. Notify all Town departments and/or public utility owners concerned, of the time and location of any work that may affect them. Cooperate and coordinate with them in the protection and/or repairs of any utilities.
- B. Provide and install temporary support, adequate protection and maintenance of all structures, drains, sewers, and other obstructions encountered. Where grade or alignment is obstructed, the obstruction shall be permanently supported, relocated, removed or reconstructed as required by the Owner's Representative/Engineer.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. All materials to be incorporated in this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of the system. All material overages at the completion of the installation are the property of the Contractor and shall be removed from the site.

- B. No material substitutions from the irrigation products described in these specifications and shown on the drawings shall be made without prior approval and acceptance from the Owner's Representative.

2.02 PVC IRRIGATION PIPE:

- A. All pipe shall bear the following markings: Manufacturer's name, nominal pipe size, schedule or class, pressure rating in psi, and date of extrusion.
- B. All pipe in sizes 2-1/2-inches and smaller shall be PVC, Class 200, Type 1120, SDR 21, Solvent-Weld PVC, conforming to ASTM No. D2241 as manufactured by Certainteed, Cresline, JM or equal.
- C. All pipe in sizes 3-inches shall be PVC, Class 200, Type 1120, SDR 21, Gasket-Joint PVC, conforming to ASTM No. D2241 as manufactured by Certainteed, Cresline, JM or equal.
- D. The pipe insertion mark shall be visible to show the proper depth into spigot.

2.03 PVC PIPE SLEEVES:

- A. All pipe sleeves beneath non-soil areas shall be PVC, Class 200 water pipe as manufactured by Certainteed, Cresline, JM or equal. Minimum sleeve size to be 3-inch.

2.04 WIRE CONDUIT:

- A. Conduit for wiring beneath non-soil areas shall be PVC, SCH-40 conduit with solvent-weld joints, as manufactured by Certainteed, Cresline, JM or equal.
- B. Sweep ells shall be standard electrical type PVC schedule 40 long sweep elbows. Cap sweep ell with tri-plug with the ring for securing nylon pull rope.
- C. Conduit for above ground wiring to controllers shall be galvanized, rigid metallic conduit.

2.05 PVC IRRIGATION FITTINGS:

- A. Fittings for solvent weld PVC pipe, 2-1/2-inches and smaller in size, shall be Schedule 40 solvent weld PVC fittings as manufactured by Dura, Lasco, Spears or equal.
- B. Fittings shall bear manufacturer's name or trademark, material designation, size, and applicable I.P.S. schedule.

- C. All PVC threaded connections in and out of valves shall be made using Schedule 80 toe nipples and Schedule 40 couplers or socket fittings. Schedule 40 threads will not be approved for installation.
- D. PVC solvent shall be NSF approved, for Type I and Type II PVC pipe, and Schedule 40 and 80 fittings. Cement is to meet ASTM D2564 and FF493 for potable water pipes. PVC solvent cement shall be Rectorseal Gold, IPS Weld-ON 711, Oatey Heavy Duty Cement or equal, and shall be used in conjunction with the appropriate primer. Primer shall be NSF approved, and formulated for PVC and CPVC pipe applications. Primer is to meet ASTM F 656. Primer shall be Rectorseal Jim PR-2, IPS Weld-ON P-68 Clear, Oatey Clear Primer for PVC and CPVC, or equal.
- E. Fittings for PVC main line pipe, for all directional changes, pipe reductions and plugs 3- inch and larger in size shall be deep bell push-on gasket joint ductile iron fittings for PVC pipe. Fittings shall be manufactured of ductile iron, grade 70-55-05 in accord with ASTM A536 and gaskets shall meet ASTM F477. Fittings shall be as manufactured by Harrington Corporation, Harco, or equal. For main line pipe to zone valve / lateral pipe connections, Harco or equal push-on gasket joint ductile iron service tees shall be used. Saddles, (strap, bolt down or snap) will not be approved for installation.
- F. All nipples to be schedule 80 PVC.

2.06 COPPER PIPE AND FITTINGS

- A. Copper pipe shall be Type K, hard tempered ASTM B88.
- B. Copper fitting shall be wrought copper, solder joint type in accordance with ASTM B828-00.
- C. Joints shall be soldered with silver solder ASTM B32, Grade 95TA up to 250 degree using non-corrosive flux.
- D. Supply only pipes and fittings that are marked by the manufacturer with the appropriate ASTM designations and pressure ratings and are free from cracks, wrinkles, blisters, dents or other damage.

2.07 BRASS PIPE AND FITTINGS

- A. Brass pipe shall be 125lb., cast bronze, ground joint pattern, threaded, ASTM B43-98.
- B. Brass fittings shall be cast bronze, screwed, 125lb. Class

2.08 SPRAY SPRINKLERS

- A. Part circle pop up spray sprinklers shall be pressure regulating (30-psi), plastic construction with ratcheting riser, removable nozzle and check valve. Nozzle size shall be as indicated on the drawing and in the legend. Pop-up height shall be 6 inches for lawn.
- B. Sprinkler shall carry a minimum 3-year exchange warranty against defects. Sprinklers shall be manufactured by Toro, model 570Z-PRX-COM, Rain Bird, model 1800-SAM-PRS, Hunter Industries, model PRO30-CV or approved equal

2.09 MEDIUM ROTARY SPRINKLERS

- A. Small/medium rotary sprinklers shall be gear-driven, rotary type heads, designed for in-ground installation with integral check valves and in-riser flow shut-off capability. Sprinkler shall be capable of covering a 25-44 foot radius and flow range of 0.9-7.0 gpm at 50-55 pounds per square inch of pressure. Sprinklers shall have a one hundred percent warranty for two years minimum against defects in workmanship.
- B. The nozzle assembly shall elevate minimum four inches when in operation and retraction shall be achieved by a stainless steel spring. Riser assembly shall be plastic. A nozzle wiper seal shall be included in the sprinkler for continuous operation under the presence of sand and other foreign material.
- C. All sprinkler parts shall be removable through the top of the unit through the removal of a heavy-duty threaded cap. The sprinkler shall have a three quarter-inch (3/4") IPS water connection on the bottom of the sprinkler.
- D. Sprinklers shall be manufactured by Hunter Industries model I20-04 or approved equal.
- E. Approved Performance Chart (18' Spacing):

Model	Pressure	Arc	Nozzle	Flow	Radius
Rain Bird 5004-PL-SAM-SS	45psi	90 Deg.	MPR 25Q	1.00	26'
Rain Bird 5004-PL-SAM-SS	45psi	180 Deg.	MPR 25H	1.98	27'
Hunter I20-04-SS	50psi	90 Deg.	.5SR	0.75	18'

Hunter I20-04-SS	50psi	180 Deg.	1.0SR	1.5	18'

F. Approved Performance Chart (25' Spacing):

Model	Pressure	Arc	Nozzle	Flow	Radius
Rain Bird 5004-PL-SAM	45psi	90 Deg.	MPR 25Q	1.00	26'
Rain Bird 5004-PL-SAM	45psi	180 Deg.	MPR 25H	1.98	27'
Hunter I20-04	45psi	90 Deg.	.75SR	0.75	25'
Hunter I20-04	45psi	180 Deg.	1.5SR	1.5	25'

G. Approved Performance Chart (35' Spacing):

Model	Pressure	Arc	Nozzle	Flow	Radius
Rain Bird 5004-PL-SAM	55psi	90 Deg.	1.5	1.71	35'
Rain Bird 5004-PL-SAM	55psi	180 Deg.	3.0	3.47	40'
Rain Bird 5004-PL-SAM	55psi	360 Deg.	6.0	6.63	47'
Hunter I20-ADV	50psi	90 Deg.	2.0	2.0	38'
Hunter I20-ADV	50psi	180 Deg.	4.0	4.2	41'
Hunter I20-36V	50psi	360 Deg.	8.0	6.8	44'

2.10 LARGE ROTARY SPRINKLERS:

- A. Large rotary sprinklers shall be gear-driven, rotary type with drain check valve and stainless steel riser designed for in-ground installation. The nozzle assembly shall elevate three inches when in operation and retraction shall be achieved by a stainless steel spring. Check valve shall be capable of holding up to 10 feet of elevation. Sprinkler shall be capable of covering a 49-59 foot radius and flow range of to 15.7 gpm at 60 pounds per square inch of pressure.
- B. All sprinkler parts shall be removable through the top of the unit by removing a heavy-duty threaded cap. The sprinkler shall have a one- inch (1") IPS water connection on the bottom of the sprinkler.
- C. Sprinklers shall be manufactured by Hunter Industries model I25-ADS/36S, Rain Bird model 7005-SS or approved equal.
- D. Approved Performance Chart (50 Foot Spacing):

Model	Pressure	Arc	Nozzle	Flow	Radius
Rain Bird 7005-SS	60psi	90 Deg.	6	86.1	45'
Rain Bird 7005-SS	60psi	180/360 Deg.	10	10.1	53'
Hunter I25-ADS	60psi	90 Deg.	7	7.5	48'
Hunter I25-ADS	60psi	180/360 Deg.	13	12.3	54'

2.11 ELECTRIC CONTROL VALVES:

- A. Electric control valves shall be one, one and one half and two-inch remote control, diaphragm type, fiberglass or reinforced nylon body plastic valves with manual flow control, manual bleed screw and 200 psi pressure rating.
- B. Valves shall be manufactured by Rain Bird model PEB, Hunter Industries model ICV or approved equal.

2.12 VALVE BOXES:

IRRIGATION SYSTEM

32 84 00-13

- A. All valve boxes shall be manufactured from unformed resin with a tensile strength of 3,100-5,500 psi conforming to ASTM D638. All boxes shall be green in color. Covers shall be green in color unless otherwise specified.
- B. Valve boxes for single electric valves, isolation valves and quick coupling valves shall be 10-inch round valve boxes with metal detection and bolt down covers.
- C. Valve boxes for dual electric valves shall be 12-inch standard valve boxes with metal detection and bolt down covers.
- D. Valve box extensions shall be provided and installed as required for proper box depth. Valve box extensions shall be made by the same manufacturer.
- E. Valve boxes shall be manufactured by Highline Products, Olde Castle Specifications Grade, NDS Pro Series or approved equal.

2.13 AUTOMATIC CONTROLLER:

- A. Controllers shall be electronic in construction with capability of 1 minute to 24 hour run times per zone and 6 independent programs with 6 start times per program, 2 station simultaneous operation, auto/off switch and be capable of manual, semi-automatic and automatic operation. Controllers shall have water budgeting feature, cycle and soak feature, 2 sensor inputs and 1 MV/pump start relay. Enclosure shall be locking, weather resistant stainless-steel cabinet and internal transformer. Controllers shall have an 8 cm color touch screen. Terminal strip connection shall be easily accessible.
- B. Controllers shall be equipped with 2.4 GHz WIFI frequency. Controllers shall modify irrigation schedules based on predictive watering. Controllers shall have built in zone tester and come pre-wired with a SmartPort for remote control. Controllers shall be U.L. listed, 120-volt, 60 Hertz, A.C. type.
- C. Controllers shall have flow monitoring and flow management capabilities with compatible flow sensor connection. Controllers shall be capable of automatic flow learning per station and have station level flow diagnostics and alarm shutdown.
- D. Controllers shall have 2-year warranty.
- E. Controller shall be fully compatible with Hunter Hydrowise software.
- F. Controller model shall be as follows as manufactured by Hunter Industries, model HCC-800-SS with HCC series station expansion modules as necessary.
- G. Station quantity shall be minimum of 40.

2.14 QUICK COUPLING VALVES:

- A. The valve body shall be of cast brass construction with a working pressure of 125 psi. The valve seat disc plunger body shall be spring loaded so that the valve is normally closed under all conditions when the key is not inserted.
- B. The top of the valve body receiving the key shall be equipped with ACME threads and smooth face to allow the key to open and close the valve slowly. The quick coupling valve shall be equipped with a vinyl cover.
- C. The valve body construction shall be such that the coupler seal washer may be removed from the top for cleaning or replacement without disassembling any other parts of the valve.
- D. Keys shall be ACME with 1-inch male thread and 3/4-inch female thread at the top.
- E. Contractor shall provide two (2) keys for quick couplers and two (2) 1-inch x 3/4-inch swivel hose ends.
- F. Quick coupling valves, keys and swivels shall be manufactured by Hunter Industries, model HQ-44RC-AW, HK-44 and HS-1 or approved equal.

2.15 WIRE:

- A. All valve control wire shall be minimum #14-awg, common #14 awg, single strand, solid copper, UL- approved direct burial AWG-U.F. 600V and shall meet all state and local codes for this service. Individual wires must be used for each zone valve. Common wire shall be white in color, control wire shall be red in color and spare wires, installed where indicated on the drawings shall be blue. White color shall be used for common wire only.
- B. Flow sensor wiring shall be minimum #18-AWG, two pair, single strand, solid copper, UL listed for direct burial, shielded. Wire shall meet all state and local codes for this service.
- C. In ground wire connections shall be UL listed, manufactured by 3M, model DBY-6 splice kits. All wire splices shall be made in valve boxes, at controller, or at valves.
- D. Wire type and method of installation shall be in accordance with local codes for NEC Class II circuits of 30-volt A.C. or less.

2.16 ISOLATION VALVES:

- A. Isolation valves 2-1/2 inches and smaller shall be gate type, of bronze construction, US Manufacture, 200 WOG with steel cross handle and 200 psi rating. Gate valves to be as manufactured by Nibco, model T-113-K, or approved equal.
- B. Isolation valve 3 inch in size shall be cast iron epoxy coated inside and outside, long bell length ringtite valves, 200 psi rated, ductile iron gland flange, bronze stem-seal box, O-ring stem seal replaceable under pressure, stainless steel stem, 2 inch operating nut and replaceable disc conforming to AWWA C-509 as manufactured by Nibco, Model P-619-RW or approved equal.

2.17 SWING JOINTS:

- A. Large rotary sprinklers shall be installed on 1-inch prefabricated PVC unitized swing joint assemblies with double o-ring seals, minimum 315 psi rating and minimum length of 12-inches.
- B. Spray sprinklers and Medium Rotor sprinklers shall be installed on swing pipe assemblies, minimum length 6 inches, maximum 18 inches.
- C. Swing pipe operating pressure shall be up to 80 psi with an inside diameter of 0.49 inches, manufactured of low-density polyethylene material meeting ASTM D2104, D2239 and D2737. Swing joint swing pipe and fittings shall be manufactured by Hunter Industries, model FLEXsg, with HSBE-050 and HSBE-075 fittings or approved equal.
- D. Quick coupling valves to be installed on 1-inch prefabricated PVC unitized swing joint assemblies with double o-ring seals, minimum 315 psi rating and minimum length of 12-inches with brass insert and stabilizer (unless stabilizer is an integral part of the quick coupling valve).

2.18 AUTOMATIC WIRELESS RAIN SENSOR:

- A. Rain sensor shall be plastic in construction with adjustable interruption point, 1/2-inch IPS threads and stainless-steel vandal resistant guard. Rain sensor with receiver shall be manufactured by Hunter Industries, model Rain-Click or approved equal.

2.19 FLOW SENSOR

- A. Flow sensor shall be installed on a single combined pipe branch feeding the entire irrigation system from the two new wells to record all flow from new wells. Flow sensor shall be wired to the irrigation controller using a pair of shielded #18AWG wires to the controller.
- B. Flow sensor shall be by Hunter Industries, model HC-200-Flow, 2-inch.

IRRIGATION SYSTEM

2.20 CONCRETE THRUST BLOCKS

- A. Standard concrete mix shall be in accordance with ASTM C150, ASTM C-33, and ASTM C-94 with a compressive strength (28 days) of 3,000 psi.
- B. All bell and gasket mainline pipe and fittings shall have thrust blocks sized and placed in accordance with pipe manufacturer's recommendations for standard concrete mix. Thrust blocks shall be installed at all tees, elbows, crosses, reducers, plugs, caps and valves. Company performing the work shall be responsible to insure the stability of all thrust blocks

2.21 CRUSHED STONE:

- A. Crushed stone shall be as specified in Section 31 00 00 EARTHWORK. Crushed stone shall be used under valve boxes.

2.22 SAND:

- A. Sand used for backfilling of trenches; under, around and over PVC lines shall be as specified in Section 31 00 00 EARTHWORK.

2.23 GROUNDING EQUIPMENT:

- A. Controller installed inside of a building shall include factory-installed and factory-recommended lightning protection and shall be connected to 5/8-inch diameter x 10-foot long copper clad grounding rods with minimum #6 AWG, solid, bare copper wire and 4-inch x 96-inch x 0.0625-inch copper grounding plates as outlined below. Minimum 20-foot separation between rod and plate. Minimum 12-foot separation between controller and ground rod. All connections to rods shall be with Cadweld connectors as specified. All connections to plates shall be performed by the plate manufacturer (Paige #182199L) with 25-feet of bare copper wire already attached. Each grounding rod is to be covered by a 4-inch round, grated top, plastic valve cover with metal detection and six inches of 4-inch ADS drainage pipe. Plates shall be installed in ground enhancement material. Plates shall be covered with 4-inch plastic grated cover with detection and minimum 36-inches of 4-inch dia. ADS drainage pipe. Ground rods and plates shall be UL listed.
- B. Controller shall be grounded to one rod and one plate. The 10-foot rod shall be installed penetrating into the soil to its full length. Plate shall be installed at a 36-inch depth with 50 lbs of Power Set ground enhancement material spread evenly below the plate and 50 lbs spread evenly above the plate in accordance with manufacturer's requirements. The grounding electrodes shall be installed at least 10 feet from wires connected to the field controllers. Each field controller shall have a separate grounding system.

2.24 SPARE PARTS:

- A. Contractor shall supply the following tools and equipment to the Owner's Representative before final observation:
 - 1. Two (2) wrenches for disassembling and adjusting each type of sprinkler head provided.
 - 2. One (1) quick coupler key assembly for every five or fraction thereof of each type of quick coupling valve provided.
 - 3. One (1) of each type of gate valve used in the project.
 - 4. Two (2) of each type sprinkler head and pattern (PC & FC) used in the project.
 - 5. Two (2) of each type nozzle used in the project.
- B. Before final observation can occur, written evidence that the Owner's Representative has received the tools and equipment must be shown to the Owner.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Before work is commenced, hold a conference with the Owner's Representative to discuss general details of the work.
- B. Examine all contract documents applying to this Section noting any discrepancies and bringing the same to the attention of the Owner's Representative for timely resolution.
- C. All work indicated on Drawings shall be provided whether or not specifically mentioned in the Specifications.
- D. If there are ambiguities between Drawings and Specifications, and specific interpretation or clarification is not issued prior to bidding, the interpretation or clarification will be made only by Owner's Representative, and Contractor shall comply with the decisions. In the event the installation contradicts the directions given, the installation shall be corrected by Contractor at no additional cost to Owner.
- E. Verify dimensions and grades at job site before work is commenced. Do not proceed with installation of the landscape irrigation system when it is apparent that obstructions or grade differences exist or if conflicts in construction details,

drawing legend or specific notes are discovered. All such obstructions, conflicts, or discrepancies shall be brought to the attention of the Owner's Representative.

- F. Make all field measurements necessary for the work noting the relationship of the irrigation work to the other trades. Coordinate with other trades (landscaping and other site work trades). Project shall be laid out essentially as indicated on the Irrigation Plans, making minor adjustments for variations in the planting arrangement. Major changes shall be reviewed with the Owner's Representative prior to proceeding.
- G. Layout of sprinkler lines indicated on Drawings is diagrammatic only. Location of sprinkler equipment is contingent upon and subject to integration with all other underground utilities. Contractor shall employ all data contained in the Contract Documents and shall verify this information at the construction site to confirm the manner by which it relates to the installation.
- H. Coordinate installation of all sprinkler materials, including pipe, to avoid conflict with the trees, shrubs, or other plantings.
- I. During progress of work, a competent superintendent and all assistants necessary shall be on site. All shall be satisfactory to the Owner's Representative. The superintendent shall not be changed, except with the consent of the Owner's Representative, unless that person proves unsatisfactory and ceases to be employed. The superintendent shall represent the Contractor in his absence and all directions given to the superintendent shall be as binding as if given to the Contractor.
- J. At all times, protect existing irrigation, landscaping, paving, structures, walls, footings, etc. from damage. Any inadvertent damage to the work of another trade shall be reported at once.
- K. Replace, or repair to the satisfaction of the Owner, all existing paving disturbed during course of work. New paving shall be the same type, strength, texture, finish, and be equal in every way to removed paving.

3.02 PIPE AND FITTINGS INSTALLATION:

- A. Using proper width trencher chain, excavate a straight (vertical) and true trench to a depth of 2-inch below pipe invert elevation.
- B. Loam or topsoil encountered within the limits of trench excavation for irrigation mains and branch lines shall be carefully removed to the lines and depths as shown on the Drawings and stockpiled for subsequent replacement in the upper 6-inches of the trench from which it is excavated. Such removal and replacement of the

IRRIGATION SYSTEM

quantities of loam shall be considered incidental to the irrigation system and no additional compensation will be allowed therefore.

- C. Pipe shall be laid on undisturbed trench bottom provided suitable base is available - no rock larger than 1-inch or sharp edges; if not, excavate to 2-inch below pipe invert and provide and install sand base or crushed stone upon which to lay pipe.
- D. Back filling shall be accomplished as follows: the first 10-inches of backfill material shall contain no foreign matter and no rock larger than 1-inch in diameter. Carefully place material around pipe and wire and tamp in place. Remainder of backfill shall be laid-up in 6-inch (maximum) lifts and tamped to compaction with mechanical equipment. Compact backfill in trenches to dry density equal to the adjacent undisturbed soil, and conform to adjacent grades without dips, sunken area, humps, or other irregularities. Frozen material shall not be used for backfill.
- E. Do backfilling when pipe is cool. During hot weather cool pipe by operating the system for a short period, or by backfilling in the early part of the morning before the heat of the day.
- F. Do not, under any circumstances, use truck wheels for compacting soil.
- G. Where feasible, Owner's Representative may authorize the use of flooding in lieu of tamping.
- H. Restore grades and repair damage where settling occurs.
- I. Clean bell and spigot ends and make all gasketed joints in strict accordance with manufacturer's recommendations, making certain not to apply an excess of lubricant, and wiping off any excess lubricant from each connection. Maximum deflection per joint shall not exceed manufacturer's recommendations.
- J. Make all solvent-weld joints in strict accordance with manufacturer's recommendations, making certain not to apply an excess of primer or solvent, and wiping off excess solvent from each connection. Allow welded joints at least 15 minutes set-up/curing time before moving or handling. When the temperature is above 80° F, allow connections to set minimum 24 hours before pulling or pressure is applied to the system. When temperature is below 80° F, follow manufacturer's recommendations. Provide and install for expansion and contraction as recommended. Wire shall be laid in same trench as mainline and at pipe invert (see Wire Installation).
- K. Mainline pipe shall have minimum 22-inches of cover (excavate to invert as required by pipe size). Lateral pipe shall have minimum 16-inches of cover for

PVC and 12-inches of cover for Polyethylene (excavate to invert as required by pipe size).

- L. Cut plastic pipe with handsaw or pipe-cutting tool, removing all burrs at cut ends. All pipe cuts are to be square and true. Bevel cut end as required to conform to Manufacturer's Specifications.
- M. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the trench. At times, when installation of the piping is not in progress, the open end(s) of the pipe shall be closed by a watertight plug or other means. All piping, which cannot temporarily be joined, shall be sealed to make as watertight as possible. This provision shall apply during the lunch hour as well as overnight. Pipe not to be installed that day shall not be laid out. Should water enter the trench during or after installation of the piping, no additional piping may be installed or back filled until all water is removed from the trench. Pipe shall not be installed when water is in the trench, when precipitation is occurring, or when the ambient temperature is at 40° F or below. Pipe installed at temperatures below 40° F shall be removed and replaced at no cost to the Owner. PVC pipe shall be snaked in the trench to accommodate for expansion and contraction due to changes in temperature.
- N. In installing irrigation pipe the Contractor shall route the pipe as necessary to prevent damage to tree roots. Where trenching must occur near trees, the Contractor shall provide proper root pruning and sealing methods to all roots 1-inch and larger.
- O. Maintain 6-inch minimum clearance between sprinkler lines and lines of other trades. Do not install sprinkler lines directly above another line of any kind.
- P. Maintain 1-inch minimum between lines which cross at angles of 45 to 90 degrees.
- Q. Exercise care when excavating, trenching and working near existing utilities.
- R. Throughout the guarantee period it will be the responsibility of the Contractor to refill any trenches that have settled due to incomplete compaction.
- S. Pulling of pipe will be allowed provided soil is suitable and specified depth of bury can be maintained.

3.03 ELECTRICAL WIRE CONDUIT INSTALLATION:

- A. Electrical conduit shall be installed in all non-soil areas, as well as for all above ground wiring where wire passes under or through walls, walks and paving to controllers and rain sensor.
- B. Conduit shall extend 18-inches beyond edges of walls and pavement.

IRRIGATION SYSTEM

32 84 00-21

3.04 PIPE SLEEVING INSTALLATION:

- A. Sleeving shall be installed wherever piping is going under a non-soil area, generally where indicated on the Drawings. Minimum cover over all sleeving pipe shall be 24-inches as shown on the drawings.
- B. Sleeving shall extend 18-inches beyond edges of walls and pavement.

3.05 ISOLATION VALVE INSTALLATION :

- A. Install isolation valves per detail where indicated on the Drawings. Install all isolation valves on a level crushed stone base so that they can be easily opened or closed with the appropriate valve wrench. Install specified valve box over each isolation valve.
- B. Check and tighten valve bonnet packing before valve box and backfill installation.
- C. Provide and install thrust blocks for ring-tite valves as per detail.

3.06 VALVE BOX INSTALLATION:

- A. Furnish and install a valve access box for each electric valve, quick coupling valve, isolation valve and wire splice.
- B. All valve access boxes shall be installed on a minimum 4-inch crushed stone base. Finish elevation of all boxes shall be at grade. All crushed stone to be supplied by the Contractor and installed before valve box. Crushed stone shall not be poured into previously installed valve boxes.

3.07 24 VOLT CONTROL VALVE INSTALLATION:

- A. Control valves shall be installed on a level crushed stone base. Grade of bases shall be consistent throughout the project so that finish grades fall within the limits of work. Valves shall be set plumb with adjusting handle and all bolts, screws and wiring accessible through the valve box opening. Valves shall be set in a plumb position with 24-inch minimum maintenance clearance from other equipment.
- B. Install at sufficient depth to provide no more than 6-inches, nor less than 4-inches cover from top of valve to finish grade.
- C. Adjust zone valve operation after installation using flow control device on valve.

3.08 WIRING INSTALLATION:

- A. Wiring shall be installed along with the main line. Multiple wire bundles shall be cinched together at maximum 12-foot centers using plastic cable cinches and shall be laid beside, and at the same invert as, the irrigation lines. Sufficient slack for expansion and contraction shall be maintained and wiring shall at no point be installed tightly. Provide and install an additional 8- to 12-inches slack at all changes of direction. Wiring in valve boxes shall be a sufficient length to allow the valve solenoid, splice, and all connections to be brought above grade for servicing. This additional slack shall be coiled for neatness in the valve box. Each valve shall have a separate wire back to the controller.
- B. All wire shall be laid in trenches and shall be carefully back-filled to avoid any damage to the wire insulation or wire conductors themselves. In areas of unsuitable material, the trench shall have a 2-inch layer of sand or stone dust on the bottom before the wires are laid into the trench and back-filled. The wires shall have a minimum of 12-inches of cover. Wire not to be installed that day shall not be laid out.
- C. An expansion curl shall be provided and installed within 6-inches of each wire connection to a solenoid and at least every 100 feet of wire length on runs more than 100 feet in length. Expansion curls can be formed by wrapping five (5) turns of wire around a 1-inch diameter or larger pipe and then withdrawing the pipe.
- D. Provide and install a common ground wire of white color. No white color shall be used for power wire. Control wire shall be red and spare wiring shall be blue in color.
- E. Service wiring in connection with Drawings and local codes for 24-volt service. All in-ground wire connections shall be waterproofed with 3M DBY-6 splice kits. All splices shall be made in valve boxes (wire runs requiring splices between valve locations shall be provided and installed in splice box-valve box shall be used). Splice locations shall be shown on the Record Drawings.
- F. Contractor shall provide a complete wiring diagram showing wire routing for the connections between the controller and valves. Include wiring diagram in operation and maintenance manuals per this section of the specifications.

3.09 CONTROLLER INSTALLATION:

- A. Contractor to install controller in irrigation shed generally where shown on the drawings. Contractor to wire valves and rain sensor receiver into controller and set proper program.
- B. Wire controller to 120-volt electrical supply provided and installed to the controller locations. Controller shall also be wired to flow sensor and rain sensor.

- C. Keys shall be turned over to Owner's Representative.

3.10 GROUNDING INSTALLATION:

- A. Each grounding rod shall be driven into the ground its full length within 8-feet of the controller and connected via a Cadweld connection to #6 solid, bare copper wire. The copper wire is to be installed in as straight a line as possible, and if it is necessary to make a turn or bend, it shall be done in a sweeping curve with a minimum radius of 8-inches and a minimum included angle of 90 degrees. There shall be no splices in the bare copper wire. The top of the ground rod shall be driven below the ground surface. A 4-inch grated cover as specified, set a minimum of 1-inch below grade, shall be placed over the ground rod and Cadweld connection for periodic maintenance. Cover shall be installed on a minimum of 6-inches of 4-inch dia. ADS corrugated polyethylene, perforated drainage pipe. Plates shall be installed 36-inches below grade with 50 lbs of Power Set ground enhancement material spread evenly below the plate and 50 lbs of Power Set ground enhancement material spread evenly above the plate in accordance with the manufacturer's requirements. Plates shall also be covered with a 4-inch grated cover as specified, set a minimum of 1-inch below grade, to facilitate drainage onto the plate. Cover shall be installed on a minimum of 36-inches of 4-inch ADS corrugated polyethylene, perforated drainage pipe.
- B. When tested, grounding grid shall have an earth resistance no greater than 5 ohms. If earth resistance is greater than 5 ohms, additional grounding plates and enhancement material shall be added to system until desired test results have been met.

3.11 WIRELESS RAIN SENSOR INSTALLATION:

- A. Install wireless rain sensor on exterior wall of irrigation shed, generally where indicated on the drawings. Coordinate final location of rain sensor with Owner's Representative. Rain sensor shall be in direct contact with the weather and not in contact with the irrigation spray.
- B. Install wireless rain sensor receiver beside the controller

3.12 SPRINKLER INSTALLATION:

- A. Large rotary sprinklers shall be installed flush to grade on 1-inch prefabricated PVC unitized swing joint assemblies with integral o-rings, minimum length 12-inches.
- B. Sprinklers shall not exceed maximum spacing indicated.
- C. Adjust sprinkler zone after installation using flow control device on valve.

IRRIGATION SYSTEM

3.13 QUICK COUPLING VALVE INSTALLATION:

- A. Provide and install quick coupling valves where indicated on the Drawings.
- B. Quick coupling valves to be mounted on 1-inch prefabricated PVC unitized swing joint assemblies with integral o-rings, minimum length 12-inches with brass insert and stabilizer as per details.

3.14 CHECK/TEST/START-UP/ADJUST

- A. Flushing:
 - 1. After all piping, valves, sprinkler bodies, pipelines and risers are in place and connected, but prior to installation of sprinkler internals open the control valves and flush out the system under a full head of water.
 - 2. Sprinkler internals, flush caps and nozzles shall be installed only after flushing of the system has been accomplished to the full satisfaction of the Owner's Representative.
 - 3. Flush the entire system after installation is complete and service clogged nozzles for thirty (30) days after substantial completion of this portion of the landscape irrigation system.
- B. Testing:
 - 4. Leakage test: test all lines for leaks under operating pressure. Repair all leaks and re-test.
 - 5. Coverage test: perform a coverage test in the presence of the Owner's Representative (notify Owner's Representative at least seven (7) days in advance of scheduled coverage test). Representative will determine if the water coverage is complete and adequate. Readjust sprinklers and/or sprinkler locations as necessary or directed to achieve proper coverage.
 - 6. All testing shall be at no additional expense to the Owner.

3.15 CHECK/TEST/START-UP/ADJUST:

- A. Flushing:
 - 1. After all piping, valves, sprinkler bodies, pipe lines and risers are in place and connected, but prior to installation of sprinkler internals, open the control valves and flush out the system under a full head of water.

2. Sprinkler internals, flush caps and riser nozzles shall be installed only after flushing of the system has been accomplished to the full satisfaction of the Owner's Representative.
3. Contractor shall be responsible for flushing the entire system after installation is complete and will be responsible for any clogged nozzles for thirty (30) days after substantial completion of this portion of the landscape irrigation system.

B. Testing:

1. Leakage test: test all lines for leaks under operating pressure. Repair all leaks and re-test.
2. Coverage test: perform a coverage test in the presence of the Owner's Representative (notify **Architect** at least seven (7) days in advance of scheduled coverage test). Representative will determine if the water coverage is complete and adequate. Readjust heads and/or head locations as necessary or required to achieve proper coverage.
3. All testing shall be at the expense of the Contractor.

3.16 CLEANING AND ADJUSTING:

- A. At the completion of the work, all parts of the installation shall be thoroughly cleaned. All equipment, pipe, valves and fittings shall be cleaned of grease, metal cuttings and sludge which may have accumulated by the operation of the system for testing.
- B. Adjust sprinkler heads, valve boxes, and quick coupling valves to grade as required, so that they will not be damaged by mowing operations.
- C. Continue sprinkler coverage adjustment as required by settlement, etc., throughout the guarantee period.
- D. Each control zone shall be operated for a minimum of 5 minutes and all heads checked for consistency of delivering water. Adjustments shall be made to sprinklers that are not consistent to the point that they match the manufacturer's standards. All sprinklers, valves, timing devices or other mechanical or electrical components, which fail to meet these standards, shall be rejected, replaced and tested until they meet the manufacturer's standards.

3.17 ACCEPTANCE AND OPERATION BY OWNER:

- A. Upon completion of the work and acceptance by the Owner, the Contractor shall be responsible for the training of the Owner's personnel the operation of the system (provide minimum 48 hours written notice in advance of test). The Contractor shall furnish, in addition to the Record Drawings and operational manuals, copies of all available specification sheets and catalog sheets to the Owner's personnel responsible for the operation of the irrigation system. The Contractor shall guarantee all parts and labor for a minimum period of one (1) year from date of acceptance.
- B. Conditions for acceptability of work for start of maintenance by Owner issued by Owner or Owner's Representative shall include but not be limited to:
 - 1. Punch list items complete and approved by Owner or Owner's Representative.
 - 2. Landscape irrigation system complete and in place.
 - 3. Record drawings complete.
 - 4. Maintain installation and watering schedules until all conditions noted above have been completed.

3.18 CLEAN UP:

- A. Upon completion of all installation work, Contractor shall remove all leftover materials and equipment from the site in a safe and legal manner.
- B. Contractor shall remove all debris resulting from work of this section.
- C. Contractor shall regrade, lightly compact, and replant around sprinkler heads where necessary to maintain proper vertical positioning in relation to established grade.
- D. Contractor shall fill all depressions and eroded channels with sufficient soil mix to adjust grade to ensure proper drainage. Compact lightly, and replant filled areas in accordance with Drawings requirements.

END OF SECTION

SECTION 32 92 19
SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, seed and incidental materials necessary to accomplish all grass seeding and related work, complete in place, maintained, and accepted, in accordance with the Contract Drawings and Specifications. All grassed areas disturbed by the Contractor's operations shall be repaired as herein specified.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of grass seeded areas, as part of the work of this contract.

1.02 RELATED WORK:

- A. Section 31 05 13.13, LOAM BORROW
- B. Section 32 93 00, TREES, SHRUBS, GROUNDCOVERS AND LANDSCAPING

1.03 SUBMITTALS:

In accordance with requirements of Section 01 33 23 SUBMITTALS, the Contractor shall submit the following to the Owner's Representative for review and approval:

- A. Information for seed mixes including the following:
 - 1. Name and address of the seed supplier.
 - 2. Source of origin and dates of harvest for each of the various types of seed
 - 3. Certification of seed mix composition and proportion, indicating named seed varieties by percent, percent germination, purity, and percent crop seed, percent inert matter, and percent weed seed content.
 - 4. Estimated number of seeds per pound of each type of seed in the mix
- B. Information detailing proposed limestone, fertilizers, insecticides, herbicides, fungicides, mulch materials, hydroseeding materials (as required), and slope protection material (as required) to be applied to seeded areas.

- C. Watering, fertilizing and maintenance schedule.
- D. Marked up prints indicating the square footage of all proposed seeded areas with quantities of various soil additives and amendments, and quantities of seed for each area prior to beginning work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW:

- 1. Loam Borrow shall be as specified in Section 31 05 13.13, LOAM BORROW.

B. LIMESTONE:

- 1. Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

C. FERTILIZER:

- 1. Fertilizer shall be a complete, standard commercial fertilizer, homogenous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.
- 2. The analysis for supplemental maintenance fertilizer shall have a ratio of Nitrogen (N) – Phosphorous (P) – Potassium (K) of approximately 4 – 1 – 2 and shall be applied to deliver 1 pound of Nitrogen per 1000 square feet, or as approved by the Owner's Representative. At least 50 percent of nitrogenous elements shall be Urea-form or derived from organic sources and contain no less than 3 percent water soluble Nitrogen.

D. SEED:

- 1. Seed shall be of an approved perennial variety mixture, the previous year's crop, clean, and high in germinating value. Weed seed content shall be less than 0.5 percent and include no noxious weeds. Seed shall be obtained from a reliable seed company and shall be accompanied by certificates of compliance relative to mixture purity and germinating value. Seed shall be furnished and delivered in new, clean,

sealed and properly labeled containers. All seed shall comply with applicable State and Federal laws. Seed that has become wet, moldy or otherwise damaged shall not be accepted.

2. Grass seed for lawn areas shall conform to the following requirements:

Botanical and Common Names	Proportion by Weight	Germination Rate	Purity Minimum
Chewing's Fescue (<i>Festuca rubra commutata</i>)	30%	70%	97%
'Kentucky 31' Tall Fescue (<i>Festuca arundinacea</i> 'Kentucky 31')	30%	90%	98%
Kentucky Bluegrass (<i>Poa pratensis</i>)	20%	80%	85%
Perennial Ryegrass (<i>Lolium perenne</i>)	20%	90%	98%

E. TEMPORARY COVER CROP:

1. Temporary cover crop shall conform to the following requirements:

Botanical and Common Names	Proportion by Weight	Germination Rate	Purity Minimum
Annual Ryegrass (<i>Lolium multiflorum</i>)	80% min.	85%	
Creeping Red Fescue (<i>Festuca rubra</i>)	4% min.	85%	95%
Perennial Ryegrass (<i>Lolium perenne</i>)	3% min.	90%	98%
Red Clover (<i>Trifolium pratense</i>)	3% min.	90%	
Other Crop Grass	0.5% max.		
Noxious Weed Seed	0.5% max.		
Inert Matter	1.0% max.		

F. MULCH:

1. Materials to be used in mulching seeded areas shall be free of weed seed and shall conform to the following requirements:
 - a. Straw Mulch shall consist of stalks or stems of grain after threshing.
 - b. No hay mulch or salt hay shall be used.

G. HYDROSEED MULCH, TACKIFIERS AND WATER RETENTION AGENTS:

1. Wood fiber mulch for Hydroseed application shall be a manufactured product of natural wood cellulose fibers with a non-toxic green marking dye incorporated to ensure uniform distribution. Mulch shall be packed in sealed original containers, clearly labeled with brand name and manufacturer. It shall have delivered moisture content less than 12 percent.
2. Hydroseed tackifier shall be a powdered starch-based product approved by the Owner's Representative. Hydroseed tackifier shall be applied in conjunction with the hydroseed slurry in accordance with the manufacturer's recommendations.
3. Moisture retention agent shall be a powdered starch-based product, approved by the Owner's Representative, and shall be capable of retaining up to 400 times their weight in water. Moisture retaining agents shall be added to the hydroseed slurry in accordance with the manufacturer's recommendations. Moisture retention agent shall be 'Hydro-Gel', as manufactured by Finn Corporation, Fairfield, OH.

H. SLOPE EROSION PROTECTION:

1. Erosion control blanket shall be 100 percent biodegradable mesh with 100 percent biodegradable straw or straw/coconut fill. Fill shall be held together by biodegradable fastening. Weight shall be 0.50 pounds per square yard. Erosion control blankets shall be applied parallel to direction of water flow. The erosion control blankets shall be by North American Green, Evansville, IN or approved equal. For slopes 2:1 or greater, erosion control blanket shall be composed of 70 percent straw 30 percent coconut fiber, Model SC150BN. For slopes less than 2:1, erosion control blanket shall be a high velocity straw matting, Model S150BN.
2. Six-inch wire staples shall be placed in accordance with the manufacturer's recommendations to anchor the mesh material. Staples shall be biodegradable.

I. WATER:

1. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and

viability. The delivery and distribution equipment required for the application of water shall be furnished by the Contractor, at no additional cost to the Owner.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All work shall be performed by skilled workers with a minimum of 2 years of seeded lawn construction and establishment experience and under the full-time supervision of a qualified foreman.
- B. Seeding operations shall not begin less than 4 days after the application of lime and fertilizer and the seedbed areas are reviewed and approved by the Owner's Representative.
- C. Seeding shall be done when soil and weather conditions permit in early spring, until June 15, or from September 10 to October 15, unless otherwise approved. If it becomes necessary for seed to be sown after June 15, provisions shall be made for supplementary water and using a mulch cover over lawn areas.
- D. If there is a delay in seeding, during which weeds grow, or soil is washed out, the Contractor shall eliminate the weeds by chemical or physical means, or replace the soil before sowing the seed, without additional compensation. Immediately before seeding is begun, the soil shall be lightly raked.
- E. Seed shall be sown at the approved rate, on a non-windy day by machine, or as approved by the Owner's Representative.
- F. The surface shall be kept moist by a fine spray until the seed shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 square feet, the Contractor shall reseed, roll, and water as necessary to obtain proper germination.
- G. If there is insufficient time in the planting season to complete soil preparations, fertilizing, and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor, or as required by the Owner's Representative. In that event, a temporary cover crop shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into the soil, the area shall be fertilized and the permanent seed crop shall be sown as specified.
- H. Protection of all newly loamed and graded areas is required and shall be accomplished by whatever means necessary such as mulch applied with a tackifier, or by other means approved by the Owner's Representative. The Contractor shall be responsible for the prevention of siltation in areas beyond the limit of work and for all means of protection throughout the maintenance period at no additional cost to the Owner.

3.02 SURFACE PREPARATION:

- A. If approved by the Owner's Representative, the entire site area to be seeded shall be treated with an approved herbicide, in accordance with the manufacturer's instructions, not less than 7 days before the start of seeding operations.
- B. If approved by the Owner's Representative, grub control insecticide shall be spread on the surface of the seedbed, in accordance with the manufacturer's instructions, after the seedbed has been properly graded, not less than 24 hours before the start of seeding operations.

3.03 BROADCAST SEEDING, PLACING MULCH AND SLOPE EROSION PROTECTION:

- A. The seed mix shall be broadcast at 6 pounds per 1000 square feet, as recommended by the seed supplier, or as required by the Owner's Representative. Seed shall be divided into 2 equal amounts and uniformly distributed in 2 applications at right angles to each other. Seed shall then be raked lightly into the soil to a depth of 1/4-inch.
- B. If mulch is not necessary the seed shall be directly firmed into the soil with a roller that will apply pressure between 75 and 100 pounds per linear foot of width.
- C. Straw Mulch shall be used based on time of seeding as previously specified over all seeded areas, as designated on the plans, or as otherwise required. If mulch is to be used, it shall be loosely spread to a uniform depth at a rate of 4-1/2 tons per acre to provide 1/4-inch of cover, or as otherwise required. The seed and mulch shall then be firmed into the soil with a roller that will apply a pressure between 75 and 100 pounds per foot of width.
- D. Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Owner's Representative, the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.
- E. Slope erosion control blankets shall be placed as indicated on the plans or as required by the Owner's Representative.

3.04 HYDROSEEDING:

- A. The application of lime, fertilizer, grass seed and mulch may be accomplished in a single operation with the use of approved hydroseeding equipment. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The slurry shall be of such consistency that it can be sprayed from a hydroseed gun or through at least 200 feet of 1½- inch diameter hose. The spraying equipment shall be so designed that when the solution is sprayed over

an area, the resulting deposits of lime, fertilizer, grass seed, and mulch shall be equal to the specified quantities.

- B. Prior to the start of hydroseeding, the Contractor shall furnish to the Owner's Representative, in writing, the weights of limestone, fertilizer, grass seed, mulch, tackifier (as required) and moisture retention agent (as required) per 100 gallons of water to be used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of hydroseeding operations are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, grass seed and mulch by other means.
- C. Seed shall be incorporated with the mulching material at the specified seeding rate of 6 pounds per 1,000 square feet, unless otherwise recommended by the approved seed supplier and accepted by the Owner's Representative.
- D. Wood fiber mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise directed. Mulch shall be placed by spraying from an approved spraying machine with pressure sufficient to cover the entire area in a single operation.
- E. The Contractor shall immediately cleanup hydroseed oversprays from plant materials, pavements, furnishings, etc., to the satisfaction of the Owner's Representative.

3.05 MAINTENANCE:

- A. The Contractor shall maintain and protect the entire seeded area, as necessary to ensure dense healthy growth, until completion of the guarantee period and final acceptance of the project, or for 60 days, whichever is longer. If lawns are planted in late summer or during the fall, maintenance shall continue through the following spring for at least 30 days. Maintenance shall include watering as specified, liming, fertilizing, removal of stones, control of weeds, insect pests and fungal pathogens, and regular mowing. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. The first cutting of lawn areas shall be done when the grass is between 2½ - to 3-inches in height. The lawn shall be cut no shorter than 2-inches in height and shall be regularly mowed as necessary to maintain the above-prescribed conditions. All cuttings shall be removed from the lawn during the maintenance period and disposed of off-site.
- C. The Contractor shall be responsible to regularly water seeded areas with the equivalent of 1-inch minimum of rainfall per week, or as necessary to develop and sustain dense, green growth.
- D. Six weeks after turf has established, and only during the months of April, May, or September, the Contractor shall apply fertilizer as specified above, at one half the rate

recommended by the initial soils laboratory tests, or as required by the Owner's Representative.

- E. The Contractor shall be responsible for securing all seeded areas from physical damage as necessary, including warning signs, barriers, temporary fencing, or other means of protection, through the guarantee period until final acceptance. All damaged areas shall be repaired to reestablish healthy vigorous growth of turf to the satisfaction of the Owner's Representative, at no additional cost to the Owner. All temporary barriers shall remain the property of the Contractor and shall be removed by the Contractor upon final acceptance by the Owner's Representative.
- F. Pavement shall be kept clean and clear of cuttings and debris at all times during the maintenance period to the satisfaction of the Owner's Representative.

3.06 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. At the beginning of the planting season following that in which the permanent grass crop is sown, seeded areas will be inspected. Any section not showing dense, vigorous growth shall be promptly reseeded by the Contractor at no additional cost to the Owner. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor, as many times as necessary, in accordance with these specifications, until they are accepted.
- B. The Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner's Representative shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.
- C. Inspection and acceptance of seeded areas may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.07 GUARANTEE:

- A. Seeded areas shall be guaranteed until final acceptance of the project, or, in the case of late summer or fall planting, the guarantee period shall extend through the following spring.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Guarantee shall not apply to the replacement of seeded lawns resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect

on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.

- D. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.08 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner's Representative shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

PART 4 – COMPENSATION

ITEM 329219.1 - SEEDING

METHOD OF MEASUREMENT:

Measurement for Seeding shall be based on square yardage installed, complete, within the payment limits, as shown on the Contract Drawings or as required by the Owner's Representative.

BASIS FOR PAYMENT/INCLUSIONS

Payment for Seeding shall be based on square yardage of seeding installed, complete, for this item in the proposal. Under the price for this item, the Contractor shall furnish all labor, materials, tools, equipment and incidentals required for the installation of seeding as detailed on the Contract Drawings and where indicated or as required by the Owner or Owner's Representative. The quantity of seeding shall be based on actual measurements made over the general contour of the areas, limed, fertilized and seeded, complete in place and accepted. This work includes soil preparation, one application of liming, one application of fertilizing, and one application of seeding complete in place in new lawn areas which price shall include full compensation for all labor, materials and equipment necessary to do the required work.

When a satisfactory stand of grass has not been established at the time of acceptance, no payment for seeding shall be allowed at the time of acceptance. At the time the final estimate is ready to be forwarded to the Contractor the seeded areas will again be inspected by the Owner's Representative and if a satisfactory stand of grass has been established, the seeded areas with a satisfactory stand of grass and meadow will be included for Payment.

END OF SECTION

SEEDING

32 92 19-11

SECTION 32 93 00

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, plants, and incidental materials necessary to perform all operations related to the planting of all trees, shrubs, vines, herbaceous plants, ground covers, and for all appurtenant work, complete in place, maintained, and accepted, in accordance with the Contract Drawings and Specifications.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of plant materials, as part of the work of this contract.

1.02 RELATED WORK:

- A. Section 31 05 13.13, LOAM BORROW (TOPSOIL)

1.03 SUBMITTALS:

In accordance with requirements of Section 01 33 23 SUBMITTALS, the Contractor shall submit the following:

- A. Prior to planting, State nursery inspection certificates for all plant materials.
- B. Samples of the manufacturer's product data, as applicable, for the following materials:
 - 1. Limestone.
 - 2. Fertilizer.
 - 3. Sphagnum Peat Moss.
 - 4. Humus.
 - 5. Organic Compost.
 - 6. Manure.
 - 7. Mulch.
 - 8. Guying and Staking Apparatus.

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

9. Crepe Wrapping for tree trunks.
10. Anti-transpirant/Anti-desiccant.
11. Insecticides.
12. Herbicides.
13. Fungicides.

PART 2 - PRODUCTS

2.01 PLANT MATERIALS:

- A. The Contractor shall furnish and plant all plant materials as shown on the plans and in the quantities and sizes listed thereon. No substitutions shall be permitted without the written approval of the Engineer.
- B. Plants larger than those specified in the Plant List may be used if approved by the Engineer. However, use of such oversized plants shall not be considered grounds for any increase in the contract price. If the use of larger plants is approved, the required spread of roots or ball of earth shall be increased in proportion to the size of the plant and plant pits shall be increased as necessary.
- C. All plants shall be certified to have passed all required Federal and State inspection laws requiring ensuring freedom from plant diseases and insect infestations. The Contractor shall obtain clearance from applicable governing agencies, as required by law, before planting any plants delivered from outside the state in which they are to be planted.
- D. All plants shall be nursery-grown under climatic conditions and environmental stresses similar to those in the locality of the project. All plants shall originate from nurseries that are no more than one Hardiness Zone higher (as established by the Arnold Arboretum, Jamaica Plain, MA) than where the plant is to be installed. Plants also shall conform to the botanical names and standards of size, culture, and quality for the highest grades and standards as adopted by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock, ANSI-Z60.1, latest edition. All plants shall be legibly tagged with their proper botanical name.
- E. No heeled-in plants or plants from cold storage shall be used. All plants shall be typical of their species or variety and shall have a normal habit of growth. Plants shall be sound, healthy, and vigorous, well branched and densely foliated when in leaf; shall be free of disease, insects, eggs or larvae; and shall have healthy, well-developed root systems. All parts of the plant shall be moist and shall show active green cambium when cut.
- F. All nursery plants shall be balled and burlapped or container-grown and shall have been acclimatized for at least one growing season. Container-grown stock shall have been

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

grown in a container long enough for the root system to have developed sufficiently to hold its soil together, firm and whole, after removal from the container. No plants shall be loose in the container. Container-grown plants shall have no girdling roots and shall not be in a root-bound condition. Plants shall remain in their container until planted.

- G. Care shall be exercised in digging and preparing field-grown plants for shipment and planting. Balled and burlapped materials shall have solid unbroken balls of earth of sufficient size to encompass all fibrous feeding roots necessary to ensure successful recovery and development of the plants. Balls shall be firmly wrapped in untreated biodegradable burlap and tied securely with wire cages and/or jute twine. Roots or balls of plants shall be adequately protected at all times from sun and drying winds. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during planting, or after the burlap, staves, wire cage, rope, or platform in connection with its transplanting have been removed. Soil characteristics (i.e., composition, texture, pH, etc.) of all field-grown plants shall closely match those of the soil where plant materials are to be planted.
- H. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the Plant List in the Drawings. The branching height for deciduous trees installed adjacent to or within walks shall be 7 feet minimum, having been pruned to this height at least 1 year prior to transplanting. Except when a clump is designated, the trunk of each tree shall be a single trunk growing from a single, unmutated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire, or other causes. All pruning cuts shall comply with acceptable horticultural practices. No pruning wounds having a diameter of more than 1½-inches shall be present. Any such wounds must show vigorous bark growth on all edges. Evergreen trees shall be branched to within 1 foot of the ground. No tree that has had its leader cut or die shall be accepted.
- I. Caliper measurements for tree trunks shall be taken 6-inches above ground for trees up to and including 4-inch caliper size and at 12-inches above ground for larger sizes.
- J. Shrubs shall meet the requirements for spread and/or height stated in the Plant List on the Drawings. The measures for height are to be taken from the crown or root flare to the average height of the top of the shrub mass (not the longest branch). The fullness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin plants will not be accepted. The side branches must be generous, well-twiggged and the plant as a whole must be well-bushed to the ground. The plants must be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.
- K. Herbaceous plants, vines and groundcovers shall be of the size, age and/or condition designated in the Plant List on the Drawings.
- L. Plants shall be delivered only after preparations for planting have been completed. Plants shall be handled and packed in a horticulturally approved manner and all necessary

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

precautions shall be taken to ensure that plants arrive on-site in a healthy vigorous condition. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn, desiccation, and overheating during transport. Plants that have not been thoroughly watered shall not be accepted at the planting site. Any plants delivered to the site in a dry or wilted condition shall be rejected and replaced at no expense to the Owner. All plant materials shall be protected, watered and otherwise maintained prior to, during, and upon delivery to the site.

- M. Plants shall be subject to inspection and approval by the Engineer at the place of growth, or upon delivery, for conformity to specification requirements as to quality, size, variety, and condition. Inspection and selection of plants before digging shall be at the option of the Engineer. The Contractor, or his representative, shall be present, if requested by the Engineer, for inspection of plants at the Nursery. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of work, for size and condition of balls and roots, disease, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site. Certificates of inspection of plant materials shall be furnished as may be required by Federal, State and other authorities to accompany shipments.

2.02 LOAM:

Loam shall be as specified in Section 31 05 13.13, LOAM BORROW (TOPSOIL)

2.03 SOIL ADDITIVES AND AMENDMENTS:

A. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

B. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.
2. Fertilizer for tree, shrub and groundcover plantings shall contain all major plant nutrients and minor trace elements essential to sustain plant growth and shall have the following analysis:

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

32 93 00-4

Nitrogen (N)	Phosphorous (P)	Potassium (K)
10%	10%	10%

3. As approved by the Engineer, a slow release root contact fertilizer installed at the time of planting, may be used in place of the above, at the discretion of the Contractor.

- C. Organic Compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.
- D. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.
- E. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-dry basis.
- F. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

2.04 PLANTING MIXTURE:

Planting mix shall consist of 7 parts loam borrow and 1 part organic compost, humus, sphagnum peat moss, or manure, thoroughly blended.

2.05 WATER:

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

32 93 00-5

Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be furnished by the Contractor, at no additional cost to the Owner.

2.06 MULCH:

Mulch shall be fibrous pliable shredded softbark mulch, not exceeding ½-inch in width. It shall be 98 percent organic matter with a pH range between 3.5 and 4.5 and a moisture content not to exceed 35 percent. It shall be free of weeds, weed seeds, debris, and other materials harmful to plant growth and viability. Organic mulch shall be aged no longer than 2 years.

2.07 MATERIALS FOR STAKING, GUYING, AND WRAPPING:

- A. Tree stakes shall be sound, untreated 2 x 3 (nominal) x 8-foot length Douglas Fir reasonably free of knots. No paint or stain shall be used in conjunction with tree stakes. Tying material shall be flexible braided nylon webbing, ¾-inch wide and have a tensile strength of 900 pounds. Webbing shall be 'ArborTie', or approved equal.
- B. Drive anchors and guy wire assemblies shall be suitable for protecting trees and shall be sized in accordance with the manufacturer's recommendations. No materials shall be used for guying that will girdle, chafe, or otherwise injure trees.
- C. Tree wrap shall be duplex, waterproof kraft paper crinkled to 33-1/3 percent stretch, 4 to 6-inch wide strips. Tying materials shall be jute twine, 2-ply for shrubs and trees less than 3-inch caliper; 3-ply for larger plants.

2.08 TREE PAINT:

Tree paint shall not be used.

2.09 ANTI-TRANSPIRANT/ANTI-DESICCANT:

Anti-transpirant or anti-desiccant shall be 'Wilt-Pruf', as manufactured by Nursery Specialty Products, Inc., Groton Falls, NY, or approved equal. It shall be delivered in original sealed manufacturer's containers and used in accordance with the manufacturer's instructions.

2.10 INSECTICIDES:

- A. No insecticides shall be used on-site without the Contractor notifying and obtaining the prior approval of the Engineer.
- B. Insecticides shall be EPA registered and approved for use in public open spaces. All

insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.

- C. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Engineer that may result in the disfigurement, decline, or death of plant materials.

2.11 HERBICIDES:

- A. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Engineer.
- B. Herbicides shall be EPA registered and approved for use in public open spaces. All herbicide shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Herbicide for post-emergent application shall be glyphosate contact, 'Roundup', as manufactured by Monsanto, Inc., or approved equal.
- D. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Engineer.

2.12 FUNGICIDES:

- A. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Engineer.
- B. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Engineer, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. All plants shall be subject to inspection and approval by the Engineer upon delivery to the site. No materials shall be planted until approval is received.
- B. All work shall be performed by skilled workers with a minimum of 2 years planting experience, in accordance with accepted horticultural/nursery practices, under the full-

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

time supervision of a Certified Nurseryman or Arborist.

- C. All balled and burlapped plants that cannot be planted immediately upon delivery shall be set on the ground and the root balls shall be well protected with soil, wet moss, or other acceptable material. All foliage shall be protected and covered with perforated shade materials.
- D. The planting season for deciduous trees, shrubs, and ground covers shall extend from September 15 until November 30 in the fall. Deciduous trees and shrubs shall be planted only when dormant. Planting season periods may be extended if weather and soil conditions permit only with the written approval of the Engineer. Extended or out-of-season planting requirements shall include application of antitranspirant and extra water as needed. Plant guarantee periods shall remain as stated below. Planting shall not be permitted in frozen ground.
- E. All plant locations and outlines for planting beds shall be staked out for review and potential adjustment by the Engineer before any excavation is begun. In the event that rock, underground construction work or obstructions are encountered in any proposed planting pit or bed, the Engineer may select alternate locations. Where locations cannot be changed, the obstruction shall be removed, subject to the Engineer's approval, to a depth of not less than 3 feet below grade and not less than 6-inches below the bottom of the root ball when plant is properly set at the required grade. Removal of boulders or obstructions greater than 1 cubic yard in size shall be subject to approval and will be paid for by the Owner. No ledge will be removed to create planting pits or beds
- F. All planting pits shall be excavated with sloped walls, wider at the top than at the bottom, and scarified to eliminate glazing. Tree pits shall be at least 2 feet greater in diameter than the root ball of earth or root system. Shrub pits shall be at least 1 foot greater than the diameter of the root ball. Planting pits shall not be deeper than the height of the root ball.
- G. When excavation occurs in areas of heavily compacted earth, stones, concrete chunks or other foreign matter, pits shall be dug at least 3 times the width of the rootball. Excavated material from plant pits shall be disposed of as required.
- H. Container plants shall be removed from their growing container before planting. If roots are densely matted, the outer root mass shall be scored, sliced vertically, with a sharp knife to separate roots. All herbaceous plants and groundcovers shall be evenly spaced to produce a uniform effect and staggered in rows at intervals designated on the contract drawings.
- I. Shrubs and trees shall be set in the center of planting pits, plumb and straight, and at such a level that after settlement the crown of the roots will be 1-inch above the surrounding finished grade. Root ball masses shall not be loosened, broken or damaged. When balled and burlapped plants are set, planting mixture shall be compacted around bases of balls to fill all voids. All tying materials, twine and rope shall be cut and removed.

TREES, ORNAMENTAL GRASSES AND LANDSCAPING

Biodegradable burlap shall be laid back or cut away from the top half of the ball. If a wire basket is present, the upper 2/3 of the basket shall be cut away and removed. Do not remove the entire basket. Roots or bare root plants shall be properly spread out and planting mixture carefully worked in among them. Broken or frayed roots shall be cleanly cut.

- J. Backfill plant pits with planting mixture in layers of not more than 9-inches and firmly tamp each layer and water to sufficiently settle the backfilled soil before the next layer is put in place. When the planting pit is 2/3 backfilled, the hole shall be flooded and watered thoroughly so that the water level reaches the top of the planting pit. Allow water to soak in, then complete the backfilling operation. Immediately after planting pit is backfilled, a shallow basin 3-inches deep and slightly larger than the pit shall be formed with a ridge of soil for water retention. Form a common basin for plant materials throughout mass planting beds. After planting, lightly till the soil in planting beds between planting pits and rake smooth to eliminate compaction of soils.
- K. All planting hole basins shall be flooded with water twice within the first 24 hours of planting, and watered not less than twice per week until final acceptance of the work.
- L. All thin barked deciduous trees shall be wrapped after they are planted and before they are staked. Prior to wrapping, inspect trees for injury to trunks or improper pruning. Take corrective measures as necessary. Wrap trunks of all trees spirally from bottom to top with tree wrap and secure top and bottom at 2-foot intervals with jute twine. The wrapping shall overlap and entirely cover the trunk from the ground to the height of the second branches and shall be neat and snug. Overlap shall be approximately 2-inches.
- M. Stake trees immediately after planting as detailed. All staking apparatus shall be adequate to hold the tree in a vertical position under severe weather conditions. All staking apparatus and tree trunk wrapping shall be removed and disposed of off-site by the Contractor at the end of one growing season.
- N. Immediately after planting and staking operations are complete, all plant pit basins and plant beds shall be covered with approved mulch to the depths designated on the plans. Mulch shall not contact tree bark, cover tree root flares, or shrub crowns. No mulch shall be applied prior to the first watering.
- O. The pruning of trees and shrubs shall only be permitted to remove dead or dying branch limbs and tips, sucker growth, water sprouts, crossing or rubbing branches, broken or damaged branches, diseased or insect infested limbs, and to preserve the natural character of the plant. Plant materials shall be pruned in accordance with American Nurserymen Association Standards and as required by the Engineer. Questionable weak limbs and branch removals that may disfigure the plant shall be left to the discretion of the Engineer. The tree leader shall never be permitted to be cut. Pruning shall be done with clean, sharp tools. All large pruning cuts that are ½-inch in diameter or larger shall be made along the bark branch ridge. Pruning cuts shall not breach or otherwise interfere with the branch collar. All pruning cuts less than ¼-inch diameter shall be made with hand pruners as

close to the main stem as possible without damaging the cambium or bud. Tree paint shall not be used to cover pruning cuts.

- P. As the work proceeds, the Contractor shall remove all debris from the site, including but not limited to branches, rock, paper, and rubbish. All areas shall be kept clean, neat and in an orderly condition at all times. Prior to final acceptance, the Contractor shall cleanup the entire area to the satisfaction of the Engineer.

3.02 MAINTENANCE:

- A. Maintenance shall begin immediately after each plant is planted and shall continue until completion of the guarantee period and final acceptance of the project. Plants shall be watered, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Tree guys and stakes shall be tightened and repaired. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. Settled plants shall be reset to proper grade and position, planting pits and common basins restored, and dead materials removed and replaced. Planting beds and individual basins shall be neat in appearance, maintained to their original layout lines and kept free of weeds. Mulch shall be replaced as required to maintain proper depths.
- C. Contractor shall make arrangements to provide sufficient water to maintain all trees, shrubs and plant materials until final acceptance. Plants shall be sprayed with anti-transpirant or anti-desiccant if required by seasonal conditions or as required by the Engineer.
- D. Planting areas shall be protected against trespass and damage of any kind during the maintenance period. This shall include the furnishing and installation of approved temporary fencing if necessary. If any plants become damaged during the maintenance period, they shall be treated or replaced as required by the Engineer at no additional cost to the Owner.

3.03 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Engineer shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.
- B. Inspection and acceptance of plantings may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.04 GUARANTEE:

- A. All plant materials shall be guaranteed for a period of one year after the date of completion of the specified maintenance period and preliminary acceptance of the project by the Owner.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Plants shall be healthy, free of pests and disease. Plants shall exhibit vigorous growth, shall bear foliage of normal density, size and color and shall have no less than seventy-five percent (75%) of their branches alive at the end of the guarantee period. If the leader of any single-leader species is dead, the entire plant shall be considered dead.
- D. Any plant required under this Contract that is dead or unsatisfactory, as determined by the Engineer, shall be removed from the site. These shall be replaced as soon as weather permits during the specified planting season, at no additional cost to the Owner, until the plants live through one year.
- E. All replacements shall be plants of the same kind and size as specified on the Plant List. They shall be furnished and planted as specified above.
- F. The guarantee of all replacement plants shall extend for an additional one-year period from the date of their acceptance as replacement.
- G. Guarantee shall not apply to the replacement of unacceptable plants resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- H. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.05 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Engineer not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Engineer shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 33 05 26.13

TRACER TAPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing, handling and installation of tracer tape, as called for on the drawings.

1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer's literature on the materials, colors and printing specified herein, shall be submitted to the Engineer for review.
- B. Tape samples shall also be submitted to the Engineer for review.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

Tracer tape shall be by Reef Industries, Houston, TX; Empire Level, Mukwonago, WI; Pro-Line Safety Products Co., W. Chicago, IL; or approved equal.

2.02 TRACER TAPE:

- A. Tracer tape shall be at least 3-inches wide.
- B. Tracer tape for non-ferrous pipe or conduit shall be constructed of a metallic core bonded to plastic layers. The metallic tracer tape shall be a minimum 5-mil thick and must be locatable at a depth of 18-inches with ordinary pipe locaters.
- C. Tracer tape for ferrous pipe or conduit shall consist of multiple bonded plastic layers. The non-metallic tracer tape shall elongate at least 500% before breaking.
- D. The tape shall bear the wording: "BURIED DRAIN LINE BELOW" (with "DRAIN" replaced by "WATER", "SEWER", "ELECTRICAL", "GAS", "TELEPHONE", or "CHEMICAL" as appropriate), continuously repeated every 30-inches to identify the pipe.
- E. Tape colors shall be as follows, as recommended by the American Public Works Association (APWA):

Electric

Red

Gas & Oil	Yellow
Communications	Orange
Water	Blue
Sewer & Drain	Green
Chemical	Red (not APWA)

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Tracer tape shall be installed directly above the pipe or conduit it is to identify, approximately 12-inches below the proposed ground surface.
- B. The Contractor shall follow the manufacturer's recommendations for installation of the tape, as approved by the Engineer.

END OF SECTION

SECTION 33 11 23

IRRIGATION WATER SUPPLY SYSTEM

PART 1-GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all SECTIONS within DIVISION 1 – GENERAL REQUIREMENTS, which are hereby made a part of this Section of Specifications.
- B. Coordinate work of this Section with other underground utilities and with trades responsible for their installation. Refer to respective Drawings pertaining to other work.

1.2 DESCRIPTION OF WORK

- A. Provide labor, materials, and equipment necessary to construct the exterior water system complete, including connections to existing pipelines and testing, all as indicated on the Drawings and as specified, including but not limited to the following:
 - 1. Work under this Section does not constitute installation of a municipal potable water main and is limited to irrigation well and non-potable irrigation supply infrastructure.
 - 2. The irrigation system shown in the Drawings and described within specification 32 84 00 IRRIGATION SYSTEM represents a single controller, athletic field irrigation system supplied from three (3) groundwater wells. The system is designed for 100 gpm (gallons per minute). Minimum 80-psi (pounds per square inch) dynamic pressure at 100 gpm shall be delivered at the irrigation mainline point-of-connection inside the irrigation shed, downstream of the well discharge head, check valve, and any filtration/backflow equipment.
 - 3. Mechanical point of connection for the irrigation system shall be to one existing and two new groundwater irrigation wells, each rated at approximately 100 gpm.
 - 4. Electrical point of connection for irrigation system controller shall be to a new 120-volt, 1 phase 15-amp electrical circuit within the site electrical distribution panel. See electrical drawings. Irrigation controller shall be mounted inside the new maintenance shed.
 - 5. Electrical point of connection for irrigation well pumps shall be to a new 240-volt, 3 phase, 30-amp electrical circuit from local electrical distribution panel. Electrical disconnect shall be installed within 50 feet of each wellhead. See Electrical for power supply information.
 - 6. Work to be done includes furnishing all labor, materials, equipment and services

IRRIGATION WATER SUPPLY SYSTEM

required to complete all irrigation well design indicated in the Drawings, as specified herein, or both.

7. The Drawings and Specifications must be interpreted and are intended to complement each other. The Contractor shall furnish and install all parts, which may be required by the Drawings and omitted by the Specifications, or vice versa, just as though required by both. Should there appear to be discrepancies or question of intent, the Contractor shall refer the matter to the Owner's Representative for decision, and its interpretation shall be final, conclusive and binding.
8. All necessary changes to the Drawings to avoid any obstacles shall be made by the Contractor with the approval of the Owner's Representative.
9. Trench excavation, back filling and bedding materials, together with the testing of the completed installation shall be included in this work.
10. The work shall be constructed and finished in every respect in a good, workmanlike and substantial manner, to the full intent and meaning of the Drawings and Specifications. All parts necessary for the proper and complete execution of the work, whether the same may have been specifically mentioned or not, or indicated in the Drawings, shall be done or furnished in a manner corresponding with the rest of the work as if the same were specifically herein described.

11. Irrigation Well

- Drilling method (rotary)
- Casing and screen
- Artificial or natural gravel pack
- Sanitary seal
- Yield/pumping test
- Water quality analysis (MA BOH)
- Electrical & Controls Requirements:
 - Provide variable frequency drive (VFD) or soft-starter with hand off auto (HOA) switch.
 - Provide low-pressure shutdown using a 4–20 mA pressure transducer (0–150 psi).
 - Provide terminals for pump start/stop from irrigation controller.

- Provide run status and alarm contacts to irrigation controller.
 - Provide surge protection, phase-loss and undervoltage protection.
 - Provide a National Electrical Manufacturers Association (NEMA) 3R or NEMA 4X, UL 98 listed, heavy-duty, lockable disconnect switch for the well pump, located within 50 feet of the well head. Disconnect shall match requirements of Section 26 28 16 including enclosure type, seismic rating, and lockable handle.
 - Ground the well pump, disconnect, and associated equipment in accordance with Section 26 05 26. Provide a minimum 5/8-inch x 10-foot copper-clad ground rod, bonded with #6 American Wire Gauge (AWG) copper. Final tested ground resistance shall not exceed 10 ohms.
 - Pump feeder raceways shall comply with Section 26 05 33. Underground conduit from the electrical distribution panel to the well head shall be polyvinyl chloride (PVC) Type EPC-80. Riser into the disconnect and well head shall be rigid galvanized steel (GRS) with appropriate bushings and fittings.
 - Well pump conductors shall be copper, type THHN/THWN-2, sized per National Electrical Code (NEC) and Section 26 05 19.
 - Install arc-flash hazard labels on well pump disconnect per Section 26 05 53.
 - All control wiring between irrigation controller and pump starter/VFD shall be installed in dedicated conduit per Section 26 05 33.
- Connection to irrigation main

12. Integration of two new wells

- The existing irrigation well onsite shall be re-designated as the secondary / backup well for the irrigation system. The two new wells constructed under this Contract shall serve as the primary irrigation water sources.
- Provide all valving, fittings, tees, and appurtenances necessary to allow either well to independently supply irrigation flow to the

IRRIGATION WATER SUPPLY SYSTEM

irrigation mainline point-of-connection. Install a common discharge manifold with:

- Isolation valve on each well discharge
 - Check valve on each well discharge
 - Union or flange connections for service
 - Pressure gauge port(s)
 - Sample tap
- Controls shall allow the irrigation controller to start the primary well pumps under normal operation, with automatic failover to the backup well pump upon primary pump failure, low-pressure lockout, or loss of run status signal. Provide interlocks, start relays, and alarm contacts to enable this sequence.
 - Contractor shall coordinate required electrical circuits for each well, including:
 - Separate disconnect for each pump (per Electrical)
 - Separate pump run status output
 - Shared or independent pressure transducer signals as indicated
 - The Contractor shall test operation of each well individually and verify correct automatic failover logic during commissioning.
13. Record Drawing as well as Operating & Maintenance Manual generation, in accordance to these specifications shall also be included in this work.
- B. Related Work: The following items are not included in this Section and will be performed under the designated Sections.
1. Section 31 00 00 – EARTHWORK
 2. Section 32 18 23 – NATURAL ATHLETIC FIELD TURF
 3. Section 32 84 00 – IRRIGATION SYSTEM
 4. Section 31 05 13.13 – LOAM BORROW (TOPSOIL)
 5. Section 32 92 19 – SEEDING
 6. Section 32 93 00 – TREES, ORNAMENTAL GRASSES, AND LANDSCAPING
 7. Electrical Power Supply: Division 26

1.3 SUBMITTALS

IRRIGATION WATER SUPPLY SYSTEM

A. Submittal procedures

1. Descriptive literature showing pipe dimensions, pipe and joint materials and dimensions, and other details for each class or type of pipe or product to be furnished for this contract. All pipe furnished under the contract shall be manufactured in accordance with these Specifications.
2. Shop Drawings: Submit shop drawings and manufacturer's descriptive literature for the irrigation well installation, including well equipment, piping, electrical coordination items, controls, and related appurtenances, for review by the Engineer.
3. Maintenance Data: Submit maintenance data and parts lists for irrigation water supply system materials and products. Include this data, product data, shop drawings, and record drawings in maintenance manual in accordance with requirements of Division 1.

1.4 REFERENCE STANDARDS

A. The following standards are applicable to the work of this Section to the extent referenced herein:

1. ASTM: American Society for Testing and Materials.
 - ASTM A536 - Ductile Iron Castings
 - ASTM D1784 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 - ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and CI200.
 - ASTM - D2464 - Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
 - ASTM - D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 - ASTM - D2564 - Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
 - ASTM - F477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 - ASTM - D2737 Polyethylene (PE) Pressure rated tube.
2. ANSI: American National Standards Institute.
3. AWWA: American Water Works Association.
4. AASHTO: American Association of State Highway and Transportation Officials.
5. Reference is made herein to the Commonwealth of Massachusetts, Department of Transportation (MassDOT), Formerly Massachusetts Highway Department (MHD) Standard Specifications for Highways and Bridges, latest edition, hereinafter referred to as the "Standard Specifications". All references to method of measurement, basis of payment, and payment items in the "Standard Specifications" are hereby deleted. References made to particular sections or

paragraphs in the "Standard Specifications" shall include all related articles mentioned therein.

6. MassDOT, Construction Standards, latest Edition with amendments, hereinafter referred to as the "Construction Standards."
7. Nantucket Water Department Regulations.
8. National Electric Code (NEC)
9. National Sanitary Foundation (NSF)
10. American Society of Agricultural Engineers (ASAE)
11. Underwriters Laboratories, Inc. (UL)
12. Occupational Safety and Health Regulations (OSHA)

1.5 EXAMINATION OF SITE AND DOCUMENTS

- A. The Work under this Section shall comply with all ordinances and regulations of authorities having jurisdiction.
- B. The Contractor shall obtain and pay for any and all permits, tests and certifications required for the execution of Work under this Section.
- C. Furnish copies of Permits, Certifications and Approval Notices to the Owner's Representative prior to requesting payment.
- D. The Contractor shall include in its bid any charges by the Owner, Utility Company, or other authorities for work done by them and charged to the Contractor.

1.6 PROJECT CONDITIONS

- A. Site Information: Perform site inspection and survey, research utility records, and verify existing utility locations and elevations. Verify that water system piping may be installed in compliance with Contract Drawings and referenced standards.

1.7 SEQUENCING AND SCHEDULING

- A. Coordinate with other utility work.
- B. The Contractor is responsible for developing a sequence of work to maintain existing services in operation until the new services are operational.
- C. The Contractor is responsible for coordinating and scheduling the inspection of the work by the jurisdictional authority. All permits and inspection costs and fees shall be included in the bid prices and no additional costs will be paid to the Contractor.

PART 2-PRODUCTS

2.1 IRRIGATION WELL AND PUMP ASSEMBLY

- A. Provide two (2) 120-foot deep, 4-inch diameter irrigation wells complete with PVC

IRRIGATION WATER SUPPLY SYSTEM

riser pipe and well screen.

1. Screen & Setting Requirements:

- a. Provide PVC screen.
- b. Screen slot size to be determined in the field based on sieve analysis of the formation. Contractor shall be prepared with the following slot sizes: 0.020 inch, 0.03 inch, 0.040 inch, and 0.050 inch.
- c. Screen interval shall be 20 to 40 feet long and set across the highest-yielding formation identified during drilling.

B. Gravel Pack:

1. At a minimum, provide artificial gravel pack consisting of washed, rounded silica gravel with an effective grain size ranging from 0.03 to 0.08 inch, to be placed within a minimum 2 to 3-inch annulus. The gravel pack should have a uniformity coefficient of 2.5 or less and be sized so that a minimum of 90% of the gravel is retained by the selected well screen.
2. A natural gravel pack may be considered when the uniformity coefficient of the natural sediments is greater than 2.5 and less than 5. If a natural gravel pack is selected the screen slot opening should be sized so that a minimum of 50% of the gravel is retained by the selected well screen.

C. Sanitary Seal:

1. Install a sanitary seal from grade to 20 ft bg (feet below grade) using neat-cement or bentonite/cement grout placed by tremie.

D. Provide submersible pump sized to deliver a minimum of 50 gpm at the calculated Total Dynamic Head (TDH) required to achieve 80 psi at the irrigation POC inside the irrigation shed. TDH shall include:

1. Required 80 psi (185 feet)
2. Vertical lift from pumping water level
3. Column friction losses
4. Yard piping friction losses
5. All fittings & minor losses.

E. Contractor shall submit a TDH calculation worksheet and highlight the selected point on the manufacturer's pump curve

F. The pump intake shall be positioned above the top of the well screen as indicated on the Drawings. Provide all fittings, supports, electrical coordination items, controls,

and appurtenances necessary for a complete and fully operational irrigation water supply system.

- G. Submersible pump shall be stainless steel construction with built-in check valve and rated for continuous irrigation duty.

2.2 IDENTIFICATION

- A. Detectable Underground Warning Tapes: Acid and alkali-resistant polyethylene plastic film warning tape, 6-inches wide by 4-mils. minimum thickness, with continuously printed caption in black letters "CAUTION - xxxxx LINE BURIED BELOW." The text and color of the tape shall be as shown in the table below. The tape shall have a metallic core encased in a protective jacket for corrosion protection and be detectable by a metal detector when the tape is buried up to 2.5-feet deep.

Color	Utility
Safety Red	Electric
Safety Precaution Blue	Water System, Irrigation

PART 3-EXECUTION

3.1 INSPECTION

- A. General: Examine areas and conditions under which irrigation well system materials and piping are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Engineer.
- B. The Contractor is responsible for the provisions and all test requirements specified in herein. In addition, all pipe and appurtenances may be inspected at the plant for compliance with these specifications by an independent testing laboratory.
- C. All tests shall be made in accordance with the methods prescribed by the above-mentioned AWWA Standards, and the acceptance or rejection shall be based on the test results.
- D. Inspection of the pipe and appurtenances may also be made after delivery. The pipe and appurtenances shall be subject to rejections at any time on account of failure to meet any of the specifications requirements, even though samples may have been accepted as satisfactory at the place of manufacture.
- E. Pipe which does not conform to the requirements of this contract shall be immediately removed and replaced by the Contractor at no cost to the Owner.

3.2 HANDLING PIPE

- A. The Contractor shall take care not to damage pipe by impact, bending, compression, or abrasion during handling, and installation. Joint ends of pipe especially shall be kept clean.
- B. Pipe shall be stored above ground at a height no greater than 5-feet, and with even support for the pipe barrel.
- C. Only nylon protected slings shall be used for handling the pipe. No hooks, chains or bare cables will be permitted.
- D. Gaskets shall be shipped in cartons and stored in a clean area, away from grease, oil, heat, direct sunlight and ozone producing electric motors.

3.3 INSTALLATION OF PIPE AND PIPE FITTINGS

- A. Care shall be taken in loading, transportation, and unloading to prevent injury to the pipe or coatings. Pipe or fittings shall not be dropped. All pipe and fittings shall be examined before placement, and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the Engineer or Owner's Representative.
- B. If any defective pipe is discovered after it has been placed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his own expense. All pipe and fittings shall be kept clean until they are used in the work, be thoroughly cleaned before placement, and when placed, shall conform to the lines and grades required.
- C. Blocking will not be permitted.
- D. Provide minimum cover over piping of 5-feet below finished grade.
- E. All pipes shall be sound and clean before placement. When pipe laying is not in progress, including lunchtime, the open ends of the pipe shall be temporarily closed by watertight plug or other acceptable means. Alignment shall be maintained during placement. The deflection at joints shall not exceed sixty percent of that recommended by the manufacturer. Fittings, in addition to those shown on the plans, shall be provided, if required, in crossing utilities, which may be encountered upon opening the trench. Solid sleeves shall be used only where allowed by the Engineer.
- F. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a push-on type bell shall be beveled to conform to the manufactured spigot end. Cement lining shall be inspected for damage and shall be re-mortared as required to ensure a continuous lining.

3.4 WELL DEVELOPMENT

- A. Develop wells using surging and air-lifting until:

1. Turbidity < 5 NTU
 2. Sand content < 5 ppm
 3. Discharge is visually clear
- B. Development shall continue for minimum 8 hours until criteria are met.

3.5 BACKFILLING

- A. General: Conduct excavation and backfill operations for utility installations in accordance with Section 31 00 00 – EARTHWORK, local requirements, and the Contract Documents.
- B. Initial backfill shall be placed evenly on both sides of the pipe to distribute the load and not to cause movement or deflection of the pipe.

3.6 FINAL INSPECTION

- A. Final inspection and acceptance of pipe, valves, and appurtenances shall be made by the Owner's Representative and authorities having jurisdiction of the particular system. Prior to placing the systems in service, all components shall be inspected, with the Owner's Representative present, to ensure that no debris or other contaminants are present. If necessary, the Contractor shall clean and flush piping.
- B. The Contractor is responsible for coordinating and scheduling the inspection of the work by local jurisdictional authorities. No additional payment will be made for inspections and permits required in the performance of the work.
- C. Conduct individual pumping tests for the two primary and one backup irrigation wells, to include a step-drawdown test following by a constant rate test to determine:
1. Specific capacity at rates of approximately 40, 60, 80 and 100 gpm.
 2. Maximum stabilized pumping rate, with stabilization of pumping water level over the final 12 hours of the constant rate test equal to or less than 0.25 foot of drawdown, which constant rate test will be conducted for 24 hours.
 3. Time for water-level recovery to near pre-test static condition following constant rate test.
 4. Sand content in pumped discharge water at regular intervals during step drawdown and constant rate tests.
- D. Submit full test data and graphs.

END OF SECTION

SECTION 33 11 24

IRRIGATION WELL PUMPING AND CONTROL SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the irrigation well pumping and control system required to integrate the irrigation controller, two new primary well pumps, existing secondary/backup well pump, pressure control equipment, and pump alarm/status interfaces into a complete and operational non-potable irrigation water supply system.

B. Work under this Section includes, but is not limited to, the following:

1. Pump control panel and related control devices.
2. Programmable logic controller (PLC), programmable pump controller, or level/pressure controller for pump sequencing and system monitoring.
3. Interfaces between irrigation controller/time clock and pump control panel.
4. Hand-off-auto (HOA) switches for each pump.
5. Pump starters, soft starters, or variable frequency drives (VFDs), where required by pump manufacturer and electrical design.
6. Pressure transducer, pressure switch backup, pressure gauge, and pressure/bladder tank.
7. Dry-run, low-water-level, low-pressure, overload, phase-loss, undervoltage, and surge protection devices.
8. Primary/secondary, lead/lag, and automatic backup pump sequencing.
9. Run status, fault, low-pressure alarm, and general alarm contacts.
10. Control wiring, terminals, interlocks, testing, startup, commissioning, and Owner training.

C. The system shall be coordinated with the irrigation system designed for 100 gpm at minimum 80 psi dynamic pressure at the irrigation mainline point of connection, downstream of the well discharge piping and appurtenances.

D. The irrigation controller shall not directly energize well pumps. The irrigation controller shall provide a demand/start signal to the pump control panel. The pump control panel shall start, stop, protect, alternate, and alarm the pumps in accordance with the approved sequence of operation.

E. This Section supplements Section 32 84 00 and Section 33 11 23 by defining pump-control, sequencing, pressure-control, alarm/status, and irrigation-controller interface requirements. This Section does not replace irrigation distribution system requirements in Section 32 84 00 or well construction and discharge piping requirements in Section 33 11 23.

1.2 RELATED REQUIREMENTS

A. Section 32 84 00 - Irrigation System: irrigation controller, controller programming, irrigation valves, irrigation piping, flow monitoring, irrigation wiring, coverage testing, and irrigation system operation.

B. Section 33 11 23 - Irrigation Water Supply System: well drilling, casing, screen, gravel pack, sanitary seal, well development, well pump installation, well discharge piping, well testing, and water quality testing.

C. Division 26 - Electrical: electrical service, feeders, branch circuits, disconnects, grounding, raceways, wiring methods, identification, and electrical testing, unless otherwise indicated.

D. Division 01 - General Requirements: submittals, coordination, closeout procedures, and project record documents.

1.3 DEFINITIONS

A. Irrigation demand signal: Powered 24 VAC output from irrigation controller or time clock indicating irrigation system demand. Signal shall be used only as a control signal to the pump control panel or interposing isolation relay and shall not directly energize pump motors, pump starters, VFDs, soft starters, or line-voltage equipment. Dry contact or relay output shall only be used where specifically approved by irrigation controller manufacturer, pump control panel manufacturer, and Owner's Representative.

B. Pump control panel: Enclosure containing controller, control power, relays, terminals, alarms, HOA switches, starters or starter interfaces, and devices required to control and protect the well pumps.

C. Primary well pumps: New well pumps constructed under Section 33 11 23 and intended to serve normal irrigation demand unless otherwise indicated on the Drawings or approved control narrative.

D. Lead primary well pump: One of the two new primary well pumps designated by the approved control narrative to start first in response to irrigation demand. Lead designation shall automatically alternate between the two new primary well pumps to equalize operating hours unless otherwise required by well yield, pump characteristics, or the approved sequence of operation.

E. Lag primary well pump: The second new primary well pump, designated by the approved control narrative to start and operate concurrently with the lead primary well pump when required to maintain the specified irrigation system flow and pressure. The lag primary well pump shall be automatically staged on and off based on system pressure, irrigation demand, lead pump operating condition, and adjustable time delays.

F. Secondary/backup well pump: Existing well pump intended to operate upon failure, low-pressure condition, lockout, unavailability, loss of run status, or insufficient available capacity of one or both new primary well pumps, in accordance with the approved control narrative.

G. PLC: Programmable logic controller or programmable pump/level/pressure controller capable of receiving input signals, executing control logic, providing adjustable setpoints, controlling VFD operation and pump staging, and generating output commands, alarm contacts, and remote monitoring notifications.

1.4 SYSTEM DESCRIPTION

A. Provide a complete and coordinated pump control system serving two new primary irrigation well pumps and one existing secondary/backup irrigation well pump.

B. New well pumps shall be configured as the primary irrigation water sources for normal irrigation demand unless otherwise indicated. Existing well pump shall be configured as the secondary/backup well pump unless otherwise indicated. Existing secondary/backup well pump shall not be included in normal lead/lag alternation unless specifically approved in the final control narrative.

C. Pump control system shall receive irrigation demand from the irrigation controller/time clock and shall automatically start the designated lead primary well pump and stage the lag primary well pump as required based on system pressure, irrigation demand, pump availability, pump operating speed, pump fault status, and the approved lead/lag sequence.

D. Pump control system shall function as a constant-pressure, pressure-regulated irrigation water supply system. Pump control panel/PLC and VFDs shall sense system pressure and automatically start, stop, stage, modulate, and protect the new primary well pumps as required to maintain irrigation mainline flow and pressure requirements. Control logic shall prevent short cycling, dry-run operation, operation outside pump manufacturer recommendations, and unintended operation of the existing secondary/backup well pump. The irrigation controller shall provide a demand signal only and shall not directly start, stop, or modulate the well pumps.

E. Pump control system shall provide automatic failover upon failure of either new primary well pump, loss of run status, low-pressure lockout, overload trip, dry-run condition, low-water condition, or other alarm condition preventing normal pump operation. Upon failure of one new primary well pump, the controller shall lock out the failed pump, continue operation of the remaining available new primary well pump, and start the existing secondary/backup well pump when required and permitted by the approved sequence of operation.

F. Each new primary well pump is anticipated to provide approximately 50 gpm. The two new primary well pumps shall be capable of operating concurrently to provide the specified peak irrigation demand of 100 gpm at minimum 80 psi dynamic pressure at the irrigation mainline point of connection. Concurrent operation shall be demonstrated by submitted hydraulic calculations, well yield information, electrical load calculations, pump curves, and the approved sequence of operation. The existing secondary/backup well pump shall not operate concurrently with the new primary well pumps during normal operation unless required for failover and specifically permitted by the approved sequence of operation.

G. Verify electrical service characteristics for each pump prior to procurement. Where voltage, phase, amperage, disconnect location, or circuit requirements differ between Sections, Drawings, or existing conditions, submit request for clarification before ordering equipment.

1.5 COORDINATION

A. Coordinate the following before procurement, installation, and startup:

1. Coordinate pump control panel location, access clearances, mounting requirements, environmental exposure, and maintenance access with irrigation shed layout and electrical equipment locations.

2. Coordinate irrigation controller pump start output, flow monitoring, sensor wiring, alarm shutdowns, and controller programming with pump control panel inputs and outputs.
3. Coordinate pressure transducer, pressure tank, gauges, check valves, isolation valves, sample taps, drain valves, and manifold piping with Section 33 11 23.
4. Coordinate power wiring, control wiring raceways, grounding, disconnects, overcurrent protection, control voltage, and panel labeling with Division 26.
5. Coordinate with irrigation contractor so that irrigation zone flow rates, simultaneous zone operation, master valve operation, and controller programs do not exceed available well pumping capacity.
6. Coordinate final control sequence with Owner, irrigation designer, W&S well team, W&S electrical engineer, and pump/control equipment manufacturer prior to programming and startup.
7. Coordinate final primary pump order, lead/lag alternation, secondary/backup pump operation, automatic failover criteria, and alarm responses with Section 33 11 23 prior to programming and startup.

1.6 RESPONSIBILITY MATRIX

A. The following matrix identifies intended specification coordination. Contractor remains responsible for furnishing a complete and operational system. Where the Contract Documents assign work differently, notify Owner's Representative before proceeding.

Item	Specified / Coordinated Under
Irrigation controller and time clock schedule	Section 32 84 00
Irrigation controller pump demand/start output	Section 32 84 00; interface coordinated with this Section
Well drilling, casing, screen, development, and testing	Section 33 11 23
Well pumps, pump selection, pump curves, well yield, total dynamic head, pump capacity, and well discharge piping	Section 33 11 23; controls coordinated with this Section
Pump control panel, PLC/controller, HOA switches, relays, alarm contacts, cellular modem, remote monitoring equipment, and associated panel environmental controls	This Section
Variable-frequency drives for New Well Pump No. 1 and New Well Pump No. 2, including VFD controls, pump interfaces, cooling requirements, filters/reactors, and programming	This Section; line-voltage feeders, disconnects, grounding, and raceways coordinated with Division 26
Pressure/bladder tank, pressure transducer, pressure switch backup, gauges, and control devices	This Section unless shown as part of manifold under Section 33 11 23

Item	Specified / Coordinated Under
Line-voltage feeders, disconnects, grounding, and raceways	Division 26; coordinated with this Section
Integrated pump/irrigation startup, failover testing, and Owner training	This Section, coordinated with Sections 32 84 00 and 33 11 23
Primary/secondary pump sequence, lead/lag alternation, automatic failover logic, and alarm/status interface	This Section, coordinated with Section 33 11 23

1.7 PERFORMANCE REQUIREMENTS

A. Provide system meeting the following requirements:

1. Pump control system shall be coordinated with the well pumps, pump capacity, pump curves, total dynamic head, and well yield requirements specified under Section 33 11 23. Pump control system shall support the approved operating condition established by Section 33 11 23 and shall not reduce available pump capacity or prevent the irrigation system from achieving the required design flow and pressure.
2. Pump control system and VFDs shall provide stable, constant-pressure operation during irrigation valve opening, valve closing, pump staging and de-staging, and transitions between irrigation zones. VFDs shall modulate the new primary well pumps to maintain the approved system pressure setpoint throughout the required operating range.
3. Provide a pressure/bladder tank to stabilize system pressure, absorb transient pressure fluctuations, and support low-flow, startup, shutdown, and irrigation zone transition conditions. Where VFDs regulate pump operation, the pressure/bladder tank shall be selected and sized in accordance with the recommendations of the pump station, VFD, and tank manufacturers and need not be sized solely to provide minimum pump run time or prevent short cycling. Submit tank volume, working-pressure rating, precharge pressure, operating-pressure range, and manufacturer's tank-selection documentation.
4. Pressure transducer shall provide continuous pressure signal to PLC/controller. Provide backup pressure switch or hardwired low-pressure cutoff independent of PLC logic unless controller manufacturer provides equivalent safety function.
5. Provide fail-safe logic so that loss of critical sensor signal, loss of run status, overload trip, low-water condition, or low-pressure condition results in alarm and controlled pump shutdown or failover.
6. Panel and field devices installed outdoors or in wet/corrosive locations shall be NEMA 4X stainless steel or nonmetallic unless otherwise approved. Equipment installed in dry interior spaces shall be minimum NEMA 12, or NEMA 3R where exposed to weather.
7. Control system shall be capable of manual operation for maintenance and automatic operation in response to irrigation demand.

1.8 SUBMITTALS

A. Product Data: Submit manufacturer product data for each component, including pump control panel, PLC/controller, VFDs, starters or existing pump interfaces, HOA switches, relays, terminals, pressure transducer, pressure switch, pressure/bladder tank, pressure relief valve, surge protection, sensors, alarms, cellular modem, remote monitoring equipment, panel ventilation and cooling equipment, enclosures, and wiring devices.

B. Shop Drawings: Submit coordinated shop drawings showing the following:

1. Pump control panel layout, dimensions, mounting, clearances, enclosure rating, and nameplate schedule.
2. Control schematic and ladder diagram.
3. Power wiring diagram, control wiring diagram, terminal strip layout, and interconnection diagram.
4. Irrigation controller interface, including powered 24 VAC pump start output, common, master valve/pump relay output, isolation relay where required, flow alarm interface, and dry contact alarm/status interfaces.
5. Pressure transducer, pressure switch, pressure tank, gauge, sample tap, isolation valves, check valves, and manifold connection locations.
6. Sequence of operation narrative with adjustable setpoints and alarm responses.
7. Point-to-point wiring schedule identifying conductor sizes, colors, conduit routes, terminal numbers, and device tags.
8. Panel short-circuit current rating, control voltage, overcurrent protection, disconnect coordination, and grounding requirements.
9. Manufacturer startup checklist and commissioning forms.

C. Calculations and Design Data: Submit pressure setpoint schedule, VFD operating and staging setpoints, hydraulic coordination statement, electrical load calculations for concurrent operation of the two new primary well pumps, and confirmation that the selected pumps and approved control sequence satisfy the specified irrigation design flow and pressure requirements. Submit pressure/bladder tank manufacturer's selection and sizing documentation. Pressure tank drawdown and minimum pump run-time calculations are not required where VFDs control pump operation unless required by the pump, VFD, tank, or control-system manufacturer.

D. Pump Curves: Submit pump curves for existing and new pumps where available. Indicate design operating point, total dynamic head, flow, horsepower, voltage, phase, efficiency, and allowable operating range.

E. Control Narrative: Submit final written sequence of operation for review before programming. Narrative shall identify primary pump lead/lag order, automatic lead alternation, criteria for staging and de-staging the two new primary well pumps, concurrent primary pump operation, existing secondary/backup pump operation, failover criteria, VFD pressure-control logic, alarm delays, remote alarm notifications, and reset procedures. Control narrative shall confirm the irrigation controller powered 24 VAC demand/start signal, isolation relay requirements, pump control panel input compatibility, and one-way nature of the irrigation controller demand communication.

F. Closeout Submittals: Submit as-built wiring diagrams, final control narrative, final setpoints, startup reports, commissioning reports, O&M manuals, spare parts list, and training record.

1.9 QUALITY ASSURANCE

A. Qualifications and standards:

1. Pump control panel shall be factory assembled and listed/labeled by UL, ETL, or another nationally recognized testing laboratory for the intended use.
2. Electrical work shall comply with NFPA 70, National Electrical Code, and requirements of authorities having jurisdiction.
3. Control system supplier shall have not less than five years of experience furnishing pump control systems of similar size and complexity.
4. PLC/controller programming shall be performed by qualified personnel experienced with irrigation pump stations or groundwater well pumping systems.
5. Provide field startup by manufacturer-authorized representative for pump control panel, VFD/soft starter, PLC/controller, and pressure control equipment.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver control panels, controllers, sensors, and electrical components in manufacturer packaging. Protect equipment from moisture, dust, vibration, impact, and temperature extremes.

B. Store equipment in clean, dry, secure location. Do not store electrical panels or controls outdoors unless packaging and enclosure are rated for such storage and approved by manufacturer.

1.11 WARRANTY

A. Provide manufacturer warranties for control panel, PLC/controller, starters, VFDs, soft starters, pressure transducer, pressure tank, and related equipment.

B. Warrant integrated pump control system parts and labor for one year from date of Substantial Completion or Owner acceptance, whichever is later.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, provide pump control system by one of the following, or approved equal:

1. Preferred Controls, Inc.
2. SJE Rhombus.
3. Metropolitan Industries.

4. Watertronics.
5. Precision Pumping Systems.
6. Duplex pump-system control panel manufacturer experienced with irrigation well pump systems.
7. Custom UL-listed control panel fabricated by a qualified controls integrator experienced with irrigation pump stations and VFD-controlled well pump systems.

B. Components shall be compatible as a complete system. Substitution of individual components shall not reduce functionality, listing, safety, warranty, or interoperability.

2.2 PUMP CONTROL PANEL

A. Provide factory-assembled pump control panel suitable for control of two new primary well pumps and one existing secondary/backup well pump.

1. UL listed/labeled assembly suitable for service voltage and short-circuit current available.
2. NEMA enclosure rating suitable for installed environment. Provide NEMA 4X where exposed to weather, washdown, corrosive atmosphere, or irrigation shed moisture conditions.
3. Main control power transformer or power supply with primary and secondary overcurrent protection.
4. Individual pump HOA switches mounted on inner or outer door as approved.
5. Pump run, pump fault, alarm, and power-on pilot lights.
6. Terminal blocks for each external connection, including spare terminals for future use.
7. Surge protective device for control circuits and analog input circuits.
8. Phase-loss, phase-reversal, undervoltage, overload, and short-circuit protection as applicable for each pump.
9. Elapsed run time meter and start counter for each pump, either physical or displayed by PLC/HMI.
10. Lockable enclosure door and engraved phenolic or laminated nameplates.
11. Provide thermostatically controlled ventilation, filtered fans, panel air-conditioning unit, air-to-air heat exchanger, heater, and condensation control as required by the installed environment and calculated internal heat load. Cooling equipment shall account for heat generated by VFDs, PLCs, power supplies, and other panel components and shall maintain the required temperature and humidity range identified by the equipment manufacturers. Environmental-control equipment shall not reduce the specified enclosure rating. Submit panel heat-load calculations and cooling-equipment selection with the shop drawings.
12. Control panel grounding bar and bonding provisions.

B. Provide spare panel capacity of not less than 20 percent terminals and panel space for future control devices.

2.3 PLC / PROGRAMMABLE PUMP CONTROLLER

A. Provide PLC, programmable pump controller, or level/pressure controller capable of implementing the approved sequence of operation.

1. Minimum inputs: irrigation demand signal from irrigation controller, including powered 24 VAC start signal from the irrigation controller or time clock, with interposing isolation relay where required; pressure transducer; backup pressure switch; pump run status for each pump; pump fault for each pump; HOA/auto status for each pump; low-water or dry-run signal for each pump where provided; and emergency stop or shutdown input where indicated.
2. Minimum outputs: Start and speed commands for each new primary well pump, start command for the existing secondary/backup well pump, low-pressure alarm, high-pressure alarm, general fault, pump available/running status, and alarm/status outputs required for local and remote monitoring.
3. Field-adjustable setpoints for system pressure, pump start, pump stop, lead pump operation, lag pump staging and de-staging, low-pressure alarm, low-pressure shutdown, high-pressure alarm, delay timers, automatic lead alternation, restart delay, and VFD minimum and maximum operating speed.
4. Nonvolatile memory for retained setpoints and sequence after loss of power.
5. Display or interface for viewing system pressure, pump status, alarms, setpoints, and elapsed run hours.
6. Password-protected setup screens or equivalent protection against unauthorized setpoint changes.
7. Dry contact outputs for connection to irrigation controller or Owner-designated monitoring point.
8. Provide cellular modem, antenna, communications hardware, and secure remote monitoring interface capable of transmitting pump status, pump faults, low-pressure alarm, high-pressure alarm, dry-run or low-water alarm, loss of power, control-system fault, and general alarm notifications. Provide configurable text-message and email notifications. Coordinate carrier compatibility, cellular signal strength, service activation, notification recipients, and Owner access requirements before startup.

2.4 PUMP STARTERS, SOFT STARTERS, AND VFDS

A. Provide an individual VFD for each new primary well pump. VFDs shall be suitable for the pump motors, available electrical service, required operating range, and constant-pressure control sequence. Provide a starter, VFD, or compatible control interface for the existing secondary/backup well pump based on its existing motor, controls, and approved sequence of operation.

B. Where VFDs are provided, include bypass only where indicated or required. Provide output reactors, filters, shielded cable, cooling, harmonic mitigation, and grounding in accordance with manufacturer recommendations and Division 26.

C. Where soft starters are provided, include overload protection, fault contacts, and adjustable acceleration/deceleration settings suitable for well pump operation.

D. Where across-the-line starters are provided, include contactor, overload relay, control transformer as required, and fault/run contacts.

2.5 PRESSURE CONTROL DEVICES

A. Provide pressure control devices as follows:

1. Pressure transducer: 4-20 mA output, stainless steel wetted parts, 0-150 psi minimum range unless otherwise required, accuracy of plus or minus 1 percent full scale or better, suitable for irrigation water service.
2. Backup pressure switch: adjustable, suitable for irrigation water service, rated for control circuit voltage, with setpoint range suitable for pump start/stop or low-pressure shutdown function.
3. Pressure gauge: liquid-filled, stainless steel case or corrosion-resistant case, 0-160 psi range unless otherwise required, with isolation valve.
4. Pressure snubber, isolation valve, and fittings as required to protect transducer and gauge from pressure surge and facilitate replacement without draining system.
5. Locate pressure sensing devices on discharge manifold or at approved location representative of irrigation mainline pressure.

2.6 PRESSURE / BLADDER TANK

A. Provide pressure/bladder tank meeting the following:

1. Precharged diaphragm or bladder-type pressure tank suitable for irrigation water service.
2. ASME rated where required by code, authority having jurisdiction, or tank size and pressure rating.
3. Minimum working pressure of 150 psi.
4. Replaceable bladder or diaphragm where available.
5. Factory precharge adjustable in field. Set precharge based on final operating pressure, VFD control sequence, and tank manufacturer recommendations.
6. Provide isolation valve, drain valve, pressure gauge, pressure relief valve, union or flanged connection, and supports required for service and replacement. Set pressure relief valve below the working-pressure rating of the lowest-rated system component and pipe discharge to a safe and visible location.
7. Select tank size in accordance with the recommendations of the pressure-tank, pump-station, and VFD manufacturers to stabilize pressure and accommodate low-flow,

startup, shutdown, and irrigation zone transition conditions. Tank shall not be required to provide minimum pump run time or prevent short cycling where VFDs regulate pump operation.

2.7 PUMP PROTECTION DEVICES

A. Provide the following protection devices and functions:

1. Dry-run protection for each pump. Acceptable methods include current/power monitoring, well level sensor, pump manufacturer-approved dry-run relay, pressure/flow-based protection, or combination of methods approved by Engineer.
2. Low-water-level protection for new wells where well level sensors are provided. Provide submersible level transducer, conductive probes, or other well pump protection device compatible with well construction and control panel.
3. Low-pressure shutdown based on pressure transducer or pressure switch with adjustable delay to avoid nuisance trips during normal startup.
4. Overload, phase-loss, phase-reversal, undervoltage, and surge protection for each pump.
5. Automatic lockout and alarm for repeated pump faults until manually reset by authorized personnel.

2.8 CONTROL WIRING AND TERMINATIONS

A. Provide control wiring and terminations as follows:

1. Control conductors shall be copper, stranded or solid as appropriate for terminal type, with insulation rated for installed environment and voltage.
2. Analog signal wiring shall be shielded twisted pair where recommended by device manufacturer. Ground shield at one end only unless manufacturer requires otherwise.
3. Control wiring between irrigation controller and pump control panel shall be installed in dedicated conduit unless otherwise approved.
4. Provide labeled terminal strips. Identify wires at both ends with permanent wire markers corresponding to approved wiring diagram.
5. Provide interface compatible with irrigation controller master valve/pump start output. Where irrigation controller provides a powered 24 VAC pump start signal, provide pump control panel input or interposing isolation relay rated for 24 VAC service. Do not connect 24 VAC irrigation controller output directly to pump motors, pump starters, VFDs, soft starters, or line-voltage equipment. Do not apply external voltage to irrigation controller terminals unless confirmed by controller manufacturer.
6. Separate low-voltage control wiring from line-voltage wiring in accordance with NEC, manufacturer requirements, and Division 26.

2.9 ALARMS AND STATUS CONTACTS

A. Provide local visual indication and dry contact outputs for the following minimum conditions:

1. Pump running, each pump.
2. Pump fault, each pump.
3. Pump available/auto status, each pump.
4. Active primary pump failed / alternate primary or secondary/backup pump active.
5. Low-pressure alarm.
6. Low-pressure shutdown.
7. High-pressure alarm
8. Dry-run or low-water alarm.
9. General alarm.
10. Control panel power available.
11. Control panel not in automatic mode.

B. Transmit pump status and alarm conditions through the cellular modem and remote monitoring interface. Coordinate alarm delays, notification priorities, text-message and email recipients, and Owner access requirements during commissioning.

C. Coordinate final alarm and status points with Owner requirements. Pump control panel alarm contacts shall not be relied upon to shut down the irrigation controller unless specifically indicated by the approved control narrative.

2.10 IDENTIFICATION

A. Provide identification as follows:

1. Provide engraved nameplates for control panel, HOA switches, pilot lights, reset buttons, disconnects, sensors, terminals, and field devices.
2. Provide laminated control sequence inside panel door.
3. Provide updated wiring diagram inside panel door in a weather-resistant sleeve.
4. Identify each pump consistently as Existing Well Pump, New Well Pump No. 1, and New Well Pump No. 2, or as otherwise indicated on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before installation:

1. Verify existing well pump conditions, power, controls, well yield information, discharge piping, and access before beginning work.

2. Verify locations of irrigation controller, pump control panel, well heads, electrical disconnects, pressure tank, pressure sensor, manifold piping, and control wiring routes.
3. Verify that required power service characteristics are available at each pump and control panel before equipment is ordered.
4. Do not proceed with installation where conditions prevent proper operation, maintenance access, drainage, code compliance, or manufacturer-recommended clearances.

3.2 INSTALLATION

A. Install as follows:

1. Install equipment in accordance with manufacturer instructions, approved shop drawings, NEC, Division 26, and authorities having jurisdiction.
2. Mount pump control panel plumb and level, protected from damage, with required working clearances.
3. Install pressure transducer, pressure switch, gauge, and pressure tank at locations shown on approved shop drawings. Provide isolation and drain valves for service.
4. Install control wiring in raceways. Label wires and terminals before startup.
5. Bond and ground control panel, pumps, sensors, raceways, and associated equipment in accordance with Division 26 and manufacturer requirements.
6. Provide watertight fittings and corrosion-resistant hardware where exposed to weather or irrigation shed moisture.
7. Provide surge protection and lightning protection for field control wiring where recommended by manufacturer or required by Division 26.

3.3 SEQUENCE OF OPERATION

A. General: Provide final sequence of operation in accordance with approved control narrative. The following sequence establishes minimum required functionality.

1. Irrigation controller/time clock initiates an irrigation demand/start signal to the pump control panel.
2. Pump control panel verifies that the system is in AUTO, required safeties are normal, system pressure is below the applicable start or control setpoint, and the designated lead primary well pump is available.
3. Pump control panel starts the designated lead new primary well pump. The lead-pump VFD shall modulate pump speed to maintain the approved system pressure setpoint. When the lead primary well pump is unable to maintain the required pressure or flow after an adjustable delay, the controller shall start and stage the lag new primary well pump. Both new primary well pumps shall operate concurrently as required to provide the specified peak flow of 100 gpm at minimum 80 psi dynamic pressure.

4. Pressure transducer shall continuously monitor discharge pressure. The controller and VFDs shall modulate and stage the new primary well pumps to maintain constant system pressure throughout the required operating range.
 5. Pressure/bladder tank shall stabilize system pressure and absorb pressure fluctuations during startup, shutdown, pump staging and de-staging, low-flow operation, and irrigation zone transitions.
 6. If either active new primary well pump fails to start, fails to prove run status, trips on fault, experiences a dry-run or low-water condition, or fails to maintain required operation, the controller shall stop and lock out the failed pump, generate an alarm, and continue operation of the remaining available new primary well pump. The existing secondary/backup well pump shall start when required and permitted by the approved control narrative to supplement or replace the unavailable pumping capacity.
 7. Cellular modem shall transmit pump status and alarm conditions, including pump fault, low-pressure alarm, high-pressure alarm, dry-run or low-water alarm, control-system fault, loss of power, and general alarm, to the Owner-designated remote monitoring interface and notification recipients.
 8. If both new primary well pumps are unavailable, the controller shall stop and lock out the failed pumps, generate an alarm, and start the existing secondary/backup well pump, subject to its available capacity and the approved sequence of operation.
 9. Pump control panel shall permit concurrent operation of New Well Pump No. 1 and New Well Pump No. 2 when required to satisfy irrigation flow and pressure demand. The existing secondary/backup well pump shall not operate concurrently with the new primary well pumps during normal operation. Concurrent operation involving the existing secondary/backup well pump shall be limited to approved failover conditions.
 10. As irrigation demand decreases, the controller shall de-stage the lag primary well pump after an adjustable delay when the lead primary well pump can maintain the required pressure. When irrigation demand ends, the pump control panel shall stop the operating pumps after an adjustable delay and once pressure conditions are satisfied.
 11. System shall incorporate adjustable pump staging, de-staging, minimum-speed, minimum-run, and restart delays as recommended by the pump and VFD manufacturers to prevent rapid cycling and unstable operation.
 12. Manual operation shall be available through HOA switches. HAND mode shall remain subject to hardwired pump safety interlocks. OFF mode shall prevent pump operation.
 13. Upon restoration of power after an outage, the controller shall return to the previous automatic mode with retained setpoints. Pumps shall not restart until irrigation demand and pressure conditions require operation.
 14. Alarm reset shall require local manual reset at the panel or password-protected reset through the controller interface unless otherwise approved.
- B. Initial adjustable setpoints shall be submitted for review. Do not use factory default settings without review. Final setpoints shall be adjusted during commissioning to achieve required irrigation operation without nuisance shutdowns or short cycling.

C. Suggested initial setpoints, subject to pump curves, well testing, tank sizing, and field commissioning, are as follows:

1. Pump start pressure: approximately 70 psi at pressure sensing location, or as required based on final pump curves, pressure tank sizing, and field commissioning to maintain minimum 80 psi dynamic pressure at the irrigation mainline point of connection during irrigation demand.
2. Pump stop pressure: approximately 90 psi or as required by pressure tank sizing and pump operating range.
3. Low-pressure alarm: approximately 60 psi after adjustable delay.
4. Low-pressure shutdown: approximately 50 psi after adjustable delay, or as required to protect pump and irrigation system.
5. High-pressure alarm: Approximately 100 psi after an adjustable delay, or as recommended by the pump/control equipment manufacturer and established during commissioning.
6. Minimum run time and staging delays: As recommended by the pump and VFD manufacturers and established through the approved control sequence and field commissioning.
7. Restart delay: not less than 30 seconds unless otherwise approved.

3.4 INTERFACE WITH IRRIGATION SYSTEM

A. Provide and verify the following interface functions:

1. Coordinate pump demand/start signal with irrigation controller master valve/pump start output. Pump demand/start signal shall be a powered 24 VAC output from the irrigation controller unless otherwise approved. Provide interposing relay isolation where required to interface with pump control panel input.
2. Coordinate pump start timing with irrigation valve opening sequence to avoid deadheading or low-pressure nuisance alarms.
3. Coordinate pump stop timing with irrigation valve closing sequence to avoid water hammer and pressure surge.
4. Communication from the irrigation controller to the pump control panel shall be one-way through the irrigation demand/start signal unless otherwise indicated. Provide an irrigation flow sensor and associated irrigation-controller programming under Section 32 84 00 to detect low-flow or no-flow conditions during an active irrigation cycle. Upon detection of low flow or no flow after an adjustable delay, the irrigation controller shall shut down the affected irrigation cycle and generate an irrigation-controller alarm. This shutdown function shall occur through the irrigation controller and flow sensor and shall not rely on a return shutdown signal from the pump control panel. Pump control panel alarm and status information may be transmitted through the cellular remote monitoring system.
5. Confirm final irrigation program does not require greater flow than the pump system can provide at required pressure.

6. Demonstrate successful operation of irrigation controller demand signal, pump start, pressure stabilization, irrigation valve operation, pump stop, and alarm shutdown.

3.5 FIELD QUALITY CONTROL

A. Testing before commissioning:

1. Inspect control panel installation, grounding, conduit, wire labels, terminals, sensor locations, pressure tank installation, and device access before energizing system.
2. Verify insulation resistance, continuity, phase rotation, control voltage, and grounding in accordance with Division 26 and manufacturer requirements.
3. Calibrate pressure transducer and verify displayed pressure against pressure gauge.
4. Verify pressure tank precharge before filling system. Adjust precharge in accordance with approved setpoints and tank manufacturer instructions.
5. Verify each pump starts, stops, runs in correct rotation, proves run status, and shuts down on fault condition.
6. Verify irrigation demand input and alarm/status outputs at irrigation controller or designated terminals.
7. Correct deficiencies before requesting final demonstration.

3.6 COMMISSIONING AND DEMONSTRATION

A. Commissioning shall include the following minimum procedures:

1. Provide manufacturer or controls integrator startup of pump control panel and pressure control system.
2. Test each pump individually in HAND and AUTO modes.
3. Test each new primary well pump individually and test the two new primary well pumps operating concurrently under peak irrigation demand. Demonstrate that the combined system provides the specified 100 gpm at minimum 80 psi dynamic pressure at the irrigation mainline point of connection.
4. Simulate failure of either new primary well pump during concurrent operation and verify that the failed pump is stopped and locked out, the remaining new primary well pump continues operation, and the existing secondary/backup well pump starts when required by the approved failover sequence.
5. Simulate failure or unavailability of the primary well pumps and verify automatic failover to the existing secondary/backup well pump.
6. Verify low-pressure alarm, low-pressure shutdown, high-pressure alarm, dry-run or low-water alarm, overload/fault alarm, loss-of-run-status alarm, loss-of-power alarm, general alarm, and transmission of required alarms through the cellular modem and remote monitoring interface.

7. Verify automatic lead-pump alternation, lag-pump staging and de-staging, concurrent operation of the two new primary well pumps, and prevention of unintended concurrent operation of the existing secondary/backup well pump.
8. Verify pressure transitions during irrigation zone changes and adjust delay timers to prevent nuisance trips while protecting pumps.
9. Perform integrated test with irrigation contractor demonstrating controller start signal, pump start, pressure stabilization, irrigation operation, pump shutdown, and alarm response.
10. Record final setpoints, delay timers, alarm points, pump run hours, tank precharge, and test results.

B. Owner's Representative shall be notified not less than 48 hours before functional demonstration.

C. System shall not be considered complete until integrated operation with irrigation system has been demonstrated and accepted.

3.7 TRAINING

A. Training requirements:

1. Provide minimum four hours of training for Owner's personnel unless otherwise required by Division 01 or Section 32 84 00.
2. Training shall include system overview, normal operation, HOA switch operation, alarm meanings, reset procedures, pressure setpoint adjustment, pressure tank precharge, seasonal startup, shutdown, and troubleshooting.
3. Provide training using final approved O&M manuals and as-built control diagrams.

3.8 CLOSEOUT

A. Before final acceptance:

1. Submit final approved control narrative and as-built wiring diagrams.
2. Submit final setpoint schedule and commissioning report.
3. Submit manufacturer O&M manuals for control panel, PLC/controller, VFDs/soft starters/starters, pressure transducer, pressure tank, sensors, and alarm devices.
4. Submit recommended spare parts list and service contact information.
5. Place laminated wiring diagram and control sequence inside pump control panel door.

END OF SECTION

SECTION 33 31 13.16

POLYVINYL CHLORIDE GRAVITY PIPE AND FITTINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing and installation of Polyvinyl Chloride (PVC) pipe and fittings, as indicated on the drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK
- B. Section 31 50 00, SUPPORT OF EXCAVATION
- C. Section 33 05 26.13, TRACER TAPE

1.03 REFERENCES:

- A. The following standards form a part of these specifications as referenced:

American Society for Testing and Materials (ASTM)

ASTM	D2321	Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe
ASTM	D3034	Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings
ASTM	D3212	Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM	F679	Specification for Polyvinyl Chloride (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Manufacturer's literature of the materials of this section shall be submitted to the Owner's Representative for review.

POLYVINYL CHLORIDE GRAVITY PIPE AND FITTINGS

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. PVC nonpressure sewer pipe 4-inches through 15-inches diameter shall conform to ASTM D3034, 18-inches through 60-inches diameter to ASTM F679, all with SDR of 35 unless noted, and shall meet the specific requirements and exceptions to the aforementioned specifications that follow.
- B. PVC nonpressure sewer pipe shall be furnished in standard lengths.
- C. One pipe bell consisting of an integral wall section with a solid cross section rubber ring, factory assembled, shall be furnished with each standard, random and short length of pipe. Rubber rings shall be provided to the requirements of ASTM D3212.
- D. The rubber ring shall be retained within the bell of the pipe by a precision formed groove or recess designed to resist fishmouthing or creeping during assembly of joints.
- E. Spigot pipe ends shall be supplied with bevels from the manufacturer to ensure proper insertion. Each spigot end shall have an "assembly stripe" imprinted thereon to which the bell end of the mated pipe will extend upon proper jointing of the two pipes.
- F. PVC fittings shall be provided with bell and/or spigot configurations with rubber gasketed joints compatible with that of the pipe. Bend fittings with spigot ends shorter than the pipe recess bells will not be allowed. The shorter spigot end would not allow proper seating of the spigot in the mating bell and would permit undesired contact between the mating bell and the outside of the fitting bell.
- G. All pipe delivered to the job site shall be accompanied by independent testing laboratory reports certifying that the pipe and fittings conform to the above-mentioned specifications. In addition, the pipe shall be subject to thorough inspection and tests, the right being reserved for the Owner's Representative to apply such of the tests specified as he may from time to time deem necessary.
- H. All cutting of pipe shall be done with a machine suitable for cutting PVC pipe. Cut ends shall be beveled when recommended by the pipe manufacturer.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Except as modified herein, installation of the PVC pipe shall be in accordance with ASTM D2321.
- B. Each pipe length shall be inspected before being laid to verify that it is not cracked. Pipe shall be laid to conform to the lines and grades indicated on the drawings or given by the

Owner's Representative. Each pipe shall be so laid as to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

- C. The pipe shall be supported by compacted crushed stone. Crushed stone shall be as specified under Section 31 00 00, EARTHWORK.
- D. The pipe shall not be driven down to grade by striking it with a shovel handle, timber, rammer, or other unyielding object. When each pipe has been properly bedded, enough of the backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment.
- E. Before a joint is made, the pipe shall be checked to assure that a close joint with the next adjoining pipe has been maintained and that inverts are matched and conform to the required line and grade.
- F. For pipe placed on crushed stone, immediately after the joint is made, the jointing area shall be filled with suitable materials so placed and compacted that the ends of either pipe will not settle under backfill load.
- G. No pipe or fitting shall be permanently supported on saddles, blocking, or stones.
- H. Branches and fittings shall be laid by the Contractor as indicated on the drawings, and/or as required by the Owner's Representative. Open ends of pipe and branches shall be closed with PVC caps secured in place with premolded gasket joints or as required by the Owner's Representative.
- I. All pipe joints shall be made as nearly watertight as practicable. There shall be no visible leakage at the joints and there shall be no sand, silt, clay, or soil of any description entering the pipeline at the joints. Where there is evidence of water or soil entering the pipeline, connecting pipes, or structures, the defects shall be repaired to the satisfaction of the Owner's Representative.
- J. The Contractor shall build a tight bulkhead in the pipeline where new work enters an existing sewer. This bulkhead shall remain in place until the Owner's Representative authorizes its removal.
- K. Care shall be taken to prevent earth, water, and other materials from entering the pipe, and when pipe laying operations are suspended, the Contractor shall maintain a suitable stopper in the end of the pipe and also at openings for manholes.
- L. As soon as possible after the pipe and manholes are completed on any street, the Contractor shall flush out the new pipeline using a rubber ball ahead of the water, and none of the flushing water or debris shall be permitted to enter any existing sewer.

3.02 QUALITY ASSURANCE

A. LEAKAGE TESTING:

1. On completion of a section of sewer, including building connections installed to the property line, the Contractor shall install suitable bulkheads as required, dewater and test the sewer for leakage.
2. Unless otherwise approved, the section shall be tested using low pressure air test procedures. If circumstances permit, the Owner's Representative may allow testing by infiltration or exfiltration in lieu of air testing.
3. The air test procedures shall conform to the Uni-Bell Recommended Practice for Low Pressure Air Testing of Installed Sewer Pipe, UNI-B-6. The starting air pressure for the test shall be 4 psig (greater than the average groundwater back pressure of any groundwater above the pipe, but not greater than 9.0 psig). The minimum duration permitted for the prescribed low-pressure air exfiltration pressure drop between two consecutive manholes shall not be less than provided in Table I or Table II of UNI-B-6. The two tables are reproduced on the following pages.
4. Using the air pressure test, if there has been no leakage (zero psig drop) after one hour of testing, the section undergoing test shall have passed.
5. If either infiltration or exfiltration testing is permitted by the Owner's Representative, the test shall be conducted for at least 24 hours. The amount of infiltration or exfiltration shall not exceed 100 gallons per inch-diameter per mile of sewer per 24 hours.
6. The infiltration test measures leakage into a section of sewer and may be used only where the groundwater level is one foot or more above the crown of the section of sewer pipe at its upper end and at least one foot above the top of building connections and chimneys. For making the infiltration tests, underdrains, if used, shall be plugged and other groundwater drainage shall be stopped to permit the groundwater to return to its normal level insofar as practicable. Allowances shall be made for water that may enter the sewer through pipe connections and inlets during the infiltration test.
7. Where the groundwater level is less than 1 foot above the top of the pipe at its upper end, the exfiltration test may be used. The sewers shall be subjected to an internal pressure by plugging the pipe at the lower end and then filling the pipelines and manholes with clean water to a height of 2 feet above the highest point in the system to be tested, including main pipeline, service connections and chimneys. When slopes between manholes are steep, the Contractor shall insure that this test can be accomplished without danger of forcing stoppers from wye or tee branches.

8. The rate of exfiltration from the sewers shall be determined by measuring the amount of water required to maintain the water level at the elevation established at the beginning of the test.
9. The Contractor shall construct such weirs or other means of measurements as may be required, shall furnish water and shall do all necessary pumping to enable the test to be properly made.
10. The Contractor shall be responsible for the satisfactory watertightness of the entire section of sewer. Should the sections under test fail to meet the requirements, the Contractor shall do all work of locating and repairing leaks and retesting as the Owner's Representative may require without additional compensation. A plan of the method of repairing any leaks that are found shall be submitted to the Owner's Representative for review.

B. PIPE DEFLECTION MEASUREMENT:

1. In accordance with ASTM D3034, no less than 30 days after completion of the PVC sewer pipe installation, the Contractor shall test the pipeline for deflection using a "go/no-go" deflection mandrel having a minimum of nine evenly spaced arms or prongs. The "go/no-go" gauge shall be hand pulled through all sections of the pipeline by the Contractor. The Contractor shall submit drawings of the "go/no-go" gauge to the Owner's Representative for approval prior to testing. Complete dimensions of the gauge for each diameter of pipe to be tested shall be in accordance with ASTM D3034.
2. Any section of pipe found to exceed 7.5 percent deflection shall be deemed a failed pipe and shall be excavated and replaced by the Contractor at his own expense.

TABLE I

**MINIMUM SPECIFIED TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q=0.0015**

Pipe Diameter (in)	Minimu m Time (min:sec)	Length for Min. Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) shown (min:sec)							
				<u>100 ft</u>	<u>150 ft</u>	<u>200 ft</u>	<u>250 ft</u>	<u>300 ft</u>	<u>350 ft</u>	<u>400 ft</u>	<u>450 ft</u>
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.52 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

TABLE II

MINIMUM SPECIFIED TIME REQUIRED FOR A 0.5 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q=0.0015

Pipe Diameter (in)	Minimu m Time (min:sec)	Length for Min. Time (ft)	Time for Longer Length (sec)	Specification Time for Length (L) shown (min:sec)							
				<u>100 ft</u>	<u>150 ft</u>	<u>200 ft</u>	<u>250 ft</u>	<u>300 ft</u>	<u>350 ft</u>	<u>400 ft</u>	<u>450 ft</u>
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	21:49	26:11	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
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32

END OF SECTION

POLYVINYL CHLORIDE GRAVITY PIPE AND FITTINGS

33 31 13.16-7

SECTION 33 31 13.40

LOW PRESSURE SEWER PIPING AND CURB STOPS
FOR GRINDER PUMPSPART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing, handling, hauling, laying, jointing, and testing of all polyvinyl chloride (PVC) low pressure pipe, fittings, and appurtenant work for Grinder Pumps as indicated on the drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 31 50 00, SUPPORT OF EXCAVATION
- B. Section 31 00 00, EARTHWORK
- C. Section 33 05 26.13, TRACER TAPE

1.03 QUALITY ASSURANCE:

- A. All pipe and fittings shall be inspected and tested at the factory as required by the standard specifications to which the material is manufactured. The Contractor shall furnish in duplicate to the Engineer sworn certificates of such tests.
- B. In addition, the Owner reserves the right to have any or all pipe, fittings, and special castings inspected and/or tested by an independent service at either the manufacturer's plant or elsewhere. Such inspection and/or tests shall be at the Owner's expense.

1.04 REFERENCES:

- A. The following standards form a part of this specification as referenced:

ASTM International (ASTM)

ASTM	D1784	Standard Classification System and Basis for Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM	D2241	Standard Specification for Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR-Series)

ASTM	D2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM	D2683	Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing
ASTM	D2737	Standard Specification for Polyethylene (PE) Plastic Tubing and Fittings
ASTM	D3139	Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM	F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM	B62	Standard Specification for Composition Bronze or Ounce Metal Castings

American Water Works Association

AWWA	C800	Underground Service Line Valves and Fittings
AWWA	C901	Polyethylene (PE) Pressure Pipe and Tubing, 3/4 in. (19 mm) through 3 in. (76 mm) for Water Service.

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Shop drawings shall consist of manufacturer's scale drawings, cut, or catalogs including descriptive literature and complete characteristics and specifications, and code requirements. Shop drawings shall be submitted for the PVC pressure pipe, Polyethylene [PE] Pipe, type of joints, fittings, and couplings in accordance with specifications.

PART 2 - PRODUCTS

2.01 PIPE:

- A. PVC pressure pipe from 1 1/2-inch through 3-inch shall be designed and manufactured in accordance with ASTM D2241.
- B. Polyethylene [PE] Pressure Pipe from 1/2-inch through 3-inch shall be designed and manufactured in accordance with ASTM D2737.
- C. Piping for buried polyethylene and plastic services shall be designed for 160 psi minimum service. The piping shall be copper O.D. size and be suitable for use with

LOW PRESSURE SEWER PIPING AND CURB STOPS FOR GRINDER PUMPS

standard industry brass compression fittings without special adapters. Stainless steel insert stiffeners shall be provided for use with all compression joint connections.

- D. Unless otherwise indicated or specified, PVC and PE pressure pipe from 1 1/2-inch through 3-inch shall be pressure class Class 200 SDR9.
- E. Pipe shall be homogeneous throughout; free from voids, cracks, inclusions, and other defects; as uniform as commercially practicable in color, density, and other physical properties.
- F. Pipe surfaces shall be free from nicks, scratches, and other blemishes. The joining surfaces of pipe spigots and of integral-bell and sleeve-reinforced bell sockets shall be free from gouges and other imperfections that might cause leakage at joints.

2.02 JOINTS:

- A. Push-on joints for PVC pressure pipe shall conform to ASTM D3139 and F477.
- B. Where so indicated, pipe and fittings shall be furnished with approved thrust restraining appurtenances to keep the piping from pulling apart under pressure.

2.03 FITTINGS:

- A. Brass water type fittings with compression couplings shall be used for pipe sizes 1-1/2-inch through 3-inch.
- B. Pressure classification of fittings shall be at least equal to that of the pipe with which they are used.
- C. Gaskets shall be of a composition suitable for exposure to the liquid within the pipe.
- D. Unless otherwise indicated, ductile iron fittings shall have all bell mechanical joint ends, and PVC fittings shall have all bell ends conforming to ASTM D3139.
- E. PVC Pipe Cleaner/Primer and PVC glue shall be recommended by the pipe manufacturer and shall be of the type compatible for the weather conditions at the time of usage.

2.04 FLEXIBLE COUPLINGS:

- A. To ensure correct fitting of pipe and couplings, all sleeve-type couplings and accessories shall be furnished by the supplier of the pipe and shall be of a pressure rating at least equal to that of the pipeline in which they are to be installed. Sleeve-type couplings shall be made by Dresser Mfg. Div., Bradford, PA; Romac Industries, Seattle, WA; Ford Meter Box Co., Wabash, IN; or be an approved equal.

- B. Couplings for buried pipe shall be of cast iron and shall be Dresser Style 38 or 138, Rockwell Type 441, Romac Style 501; Ford Style FC1 or FC2W, or approved equal products. Couplings shall be provided with galvanized steel bolts and nuts.
- C. All couplings shall be furnished with the pipe stop removed.
- D. Couplings shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe.

2.05 CURB STOPS:

- A. Curb stops shall be made of brass with double Buna-N Stem O-Rings and two Buna-N seals. The inlet and the outlet shall have compression connections.
- B. Curb stops shall be the OWNER's standard style (ball)
- C. Curb stops shall be by Red Hed Service Brass (an EJ Prescott co.), Lincoln, RI; Ford Meter Box Co., Inc., Wabash, IN; Mueller Co., Decatur, IL; or approved equal.

2.06 CURB BOXES:

- A. The cast iron box shall be the sliding Buffalo type with arch-pattern. The minimum inside diameter of the upper section shall be 1-1/2-inch for 3/4-inch and 1-inch curb stops and 2-inch for 1-1/2-inch and 2-inch curb stops.
- B. Boxes shall be equipped with 30-inch stationary extension rods with pinned connections to the curb stop.

PART 3 - EXECUTION

3.01 INSPECTION BEFORE INSTALLATION:

- A. Pipes and fittings shall be carefully inspected just before being laid or installed.

3.02 HANDLING AND CUTTING:

- A. Every care shall be taken in handling and laying pipe and fittings to avoid damaging the pipe and scratching or marring surfaces.
- B. Any fitting or pipe showing a crack, or which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work site.
- C. In any pipe showing a distinct crack and in which it is believed there is no incipient fracture beyond the limits of the visible crack, the cracked portions, if so approved, may be cut off by and at the expense of the Contractor before the pipe is laid so that the pipe

used will be perfectly sound. The cut shall be made in the sound barrel at a point at least 12-inches from the visible limits of the crack.

- D. All cutting of pipe shall be done with a machine suitable for cutting PVC pipes. Cut ends shall be beveled when recommended by the pipe manufacturer.

3.03 INSTALLATION:

A. PIPE AND FITTINGS:

1. No defective pipe or fittings shall be laid or placed in the piping, and any piece discovered to be defective after having been laid or placed shall be removed and replaced by a sound and satisfactory piece.
2. Each pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the complete work. Caution shall be used when using threaded fittings, PVC to PVC or PVC to Brass – do not over tighten, as the fittings or the pipe may develop a crack causing the system to leak.
3. Pipe and fittings shall be laid accurately to the lines and grades indicated on the drawings or as required. Care shall be taken to ensure good alignment both horizontally and vertically.
4. In buried pipelines, each pipe shall have firm bearing along its entire length. All services shall be installed at 5 feet 0 inches of cover unless otherwise required by the Engineer.
5. The bedding and backfill around the pipe shall be either sand or dense graded stone dust.
6. Alignment deflection at each joint shall not exceed the permissible deflection specified in the following table measured at 20-foot pipe lengths. Maximum permissible deflections for other pipe lengths shall be in proportion to such lengths.

Pipe Deflection Allowances

(From Tables 33 and 34 of Uni-Bell Handbook of PVC Pipe Design and Construction)

Maximum permissible deflection, inches	
<u>Size of Pipe (inches)</u>	<u>Push-on-Joint</u>
1-1/2	73
2	56
2 ½	50
3	42
4	24

Permissible alignment deflection shall not be achieved by using mechanical means but shall be accomplished manually by application of uniform forces along the pipe length.

7. Pipe shall be installed underground in a manner that will ensure that external loads will not subsequently cause a decrease of more than 5 percent in the vertical cross-section dimension (deflection). When installing the pipes, they shall be rotated 180 degrees so that the upper quadrant of the pipe that was exposed to direct sunlight will not be backfilled upon.
8. At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary water-tight plugs or by other approved means. If water is in the trench when work is resumed, the plug shall not be removed until all danger of water entering the pipe has passed.
9. Assembling of fittings with mechanical joint ends shall conform to AWWA C600, Section 9B and all amendments thereto.
10. If effective sealing of the mechanical joint is not attained at the maximum allowable torque, the joint shall be disassembled and thoroughly cleaned, then reassembled. Bolts shall not be overstressed to tighten a leaking joint. The correct torque as indicated by a torque wrench shall not exceed manufacturer's recommendations.
11. When PVC or PE pipe is to be drilled and tapped, it shall be done in accordance with the manufacturer's recommendations. Only sharp cutting tools shall be used, and the tool shall be lubricated during drilling to avoid a build-up of excess heat locally in the pipe.

3.04 CURB STOPS AND BOXES

- A. Curb stops and boxes shall be set plumb, flush with the ground or paved surface, and centered with the box located directly over the stop. The box shall be set on a concrete block or flat stone. Earth fill shall be carefully tamped around the boxes to a distance of 4 feet on all sides of the box or to the undisturbed face of the trench, if less than 4 feet.
- B. Curb stops shall be operational and accessible at all times during construction and warranty period. The Contractor shall verify the proper operation of all curb stops in the presence of the Engineer and/or Owner following completion of the project and prior to the acceptance of Substantial Completion.

3.05 TESTING:

- A. Prior to the pressure and leakage tests, the piping shall be thoroughly cleaned of all dirt, dust, oil, grease, and other foreign material. This work shall be done with care to avoid damage to the pipe.

B. PRESSURE AND LEAKAGE TESTS:

1. Unless otherwise approved, all pipelines shall be given combined pressure and leakage tests between line valves. The Contractor shall furnish and install suitable temporary testing plugs or caps; all necessary pressure pumps, pipe connections, meters, gates, and other necessary equipment; and all labor required.
2. Test the service lateral by disconnecting the hose and valve assembly at the union, filling lateral with water, and using positive displacement pump to raise the pressure to 100 psi for 1 hour. No loss of pressure will be permitted. The Owner and Engineer shall have the privilege of using their own gages.
3. Subject to approval and provided that the tests are made within a reasonable time considering the progress of the project as a whole, and the need to put the section into service, the Contractor may make the tests when it desires. However, pipelines in excavations or embedded in concrete shall be tested prior to backfilling of the excavation or placing of the concrete, and exposed piping shall be tested prior to field painting.
4. Unless it has already been done, the section of pipe to be tested shall be filled with water and all air shall be expelled from the pipe. The Contractor shall follow established procedures for filling the pipe and expelling trapped air to avoid exposing the piping system to water hammer. If blowoffs are not available at high points for releasing air, the Contractor shall make the necessary excavations and install the necessary taps. If required by the Engineer, the Contractor shall plug the holes after completion of the test and backfill, as necessary.
5. The section under test shall be maintained full of water for a period of 24 hours prior to the combined pressure and leakage test being applied.
6. The pressure test shall consist of first raising the water pressure (based on the elevation of the lowest point of the section under test corrected to the gage location) to the pressure rating of the pipe. If the Contractor cannot achieve the specified pressure and maintain it for a period of one hour, the section shall be considered as having failed to pass the pressure test.
7. If the pressure test fails, the Contractor shall make a leakage test by metering the flow of water into the pipe while maintaining the specified pressure in the section being tested. If the average leakage during a two-hour period exceeds 11.6 gallons per day, per inch of diameter, per mile of pipe, the section shall be considered as having failed the leakage test. For example, if 1,000 feet of 4-inch pipe is to be tested, the allowable leakage is 0.73 gallons over a 2-hour period, calculated as follows:

$$\frac{L = (11.6 \text{ gal}) \times (4") \times (2 \text{ hr.}) \times (1000')}{(1") \times (24 \text{ hr.}) \times (5280')} = 0.73 \text{ gal}$$

8. If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, and repair or replace the defective pipe, fitting, or joint, all at its own expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test.

END OF SECTION

SECTION 33 41 13.22

CORRUGATED POLYETHYLENE (HDPE) DRAINAGE PIPE

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. This section includes furnishing all materials, labor and equipment and installing corrugated polyethylene [HDPE] drainage pipe and fittings as shown on the drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 31 00 00 – EARTHWORK
- B. Section 31 50 00 – SUPPORT OF EXCAVATION

1.03 REFERENCES:

- A. The following standards form a part of this specification, as referenced:

ASTM International (ASTM)

ASTM D2321	Standard for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
ASTM F405	Standard Specification for Corrugated Polyethylene Pipe and Fittings
ASTM F667	Standard Specification for Large Diameter Corrugated Polyethylene Pipe and fittings

American Association of State Highway and Transportation Officials

AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe
AASHTO MP6	Standard Specification for Corrugated Polyethylene Pipe 42” and 48” Diameter

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Manufacturer’s literature on the materials of this Section.
- B. Manufacturer’s certification that the product was manufactured, tested, and supplied in accordance with this specification.

CORRUGATED POLYETHYLENE (HDPE) DRAINAGE PIPE

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Pipe shall be packaged to withstand shipment without damage and handled carefully on the jobsite. Pipe shall be stored so that it is not exposed to sunlight.

PART 2 – PRODUCTS:

2.01 MATERIALS:

- A. This Section applies to corrugated polyethylene pipe with an integrally formed smooth interior.
- B. The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe.
- C. The pipe and fittings shall be free of foreign inclusions and visible defects. Fittings may be either molded or fabricated. Fittings supplied by manufacturers other than the supplier of the pipe shall not be permitted without the approval of the Engineer. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining.

2.02 MANUFACTURERS:

- A. Pipe and fittings shall be manufactured by Ipex, Inc.; Plexco, Division of Chevron Chemical Co.; J-M Pipe Co.; Advanced Drainage Systems, Inc. (ADS) or approved equal.

PART 3 – EXECUTION

3.01 INSTALLATION:

- A. Pipe interiors, fitting interiors, and joint surfaces shall be thoroughly cleaned before installation. Pipes and fittings shall be maintained clean.
- B. Pipes shall be installed in the locations and to the required lines and grades shown on the drawings and provided in these Specifications, using an approved method of control.
- C. Excavations shall be maintained free of water during the progress of the Work. No pipes shall be laid in water, nor shall there be any joints made up in water.
- D. If any defective pipe is discovered after being placed, removal and replacement with sound pipe will be required at no additional cost to the Owner.

END OF SECTION

APPENDIX C
GEOTECHNICAL REPORT

MEMORANDUM

TO: Jessica Leete, RLA; Weston & Sampson

FROM: Stefanie Bridges, PE & Jennifer MacGregor, PE

DATE: February 12, 2025

SUBJECT: Sports Lighting Foundation Recommendations
Nobadeer Athletic Field Improvements
Nantucket, Massachusetts

INTRODUCTION

This memorandum presents foundation recommendations for new sports light poles proposed as part of the Nobadeer Athletic Field Improvements project at 7 Nobadeer Farm Road in Nantucket, MA. The general project area is shown in *Figure 1 – Locus Map*. We understand the project includes new sports lighting around an existing athletic field (will be the center field), a new athletic field within a currently wooded area to the east of the two existing fields, and drainage/irrigation improvements.

Four new Musco sports lighting poles are proposed around the existing field, at the approximate locations shown in *Figure 2 – Site Plan*. Light pole foundation types are not known at the present time, but typically consist of cylindrical precast concrete bases installed in drilled excavations and backfilled with concrete. Light pole heights and loading information were not provided to us at this time.

The recommendations provided in this memorandum are based on our understanding of proposed construction as described herein. We should be contacted to review and revise our recommendations as necessary if proposed conditions differ from our assumptions. Our recommendations are subject to the Limitations provided below and in the document “Important Information about this Geotechnical Engineering Report” by Geoprofessional Business Association (GBA), enclosed as *Attachment G*.

SUBSURFACE CONDITIONS

Geologic Setting

Information available online from the Massachusetts Office of Geographic Information (MassGIS) indicates the site is located in an area of coarse glacial stratified deposits generally consisting of gravel and sand.

Based on the Bedrock Geologic Map of Massachusetts (Zen et al., 1983), Bedrock geology is mapped as unconsolidated Cretaceous sediments. Shallow bedrock and outcrops are not mapped in the immediate site vicinity.

Subsurface Exploration Program

Weston & Sampson explored subsurface conditions at the site on January 14 through 16, 2025 by advancing four borings (B-1 through B-4) at the approximate locations shown on *Figure 2*. The borings were advanced by Northern Drill Service, Inc. (Northern) of Northborough, Massachusetts using a track-mounted drill rig and hollow stem auger drilling methods. Northern advanced the borings to depths ranging from 27 to 37 feet.

Standard penetration tests (SPT) were conducted at selected depths by driving a split spoon sampler with an automatic hammer in general accordance with ASTM D1586. Following the completion of drilling, the borings were backfilled with soil cuttings. A Weston & Sampson geotechnical engineer observed the explorations in the field, prepared logs of each boring, and measured the boring locations relative to existing site features. Boring logs are provided in *Attachment H*.

Encountered Subsurface Conditions

Subsurface conditions encountered in the borings consisted of surficial topsoil underlain by fill and native sand to the depths explored. The subsurface conditions encountered in the borings were generally consistent with mapped surficial geology.

Subsurface conditions are described below. The conditions have been interpreted based on a limited number of explorations that were observed by Weston & Sampson. Variations may occur and should be expected between locations. The strata boundaries shown in our boring logs are based on our interpretations and the actual transitions may be gradual. Refer to the boring logs included in *Attachment H* for detailed descriptions of the soil samples collected. The general Unified Soil Classification System (USCS) designation(s) for each stratum is included in the descriptions below in parentheses. Depths provided below are relative to the existing ground surface at the time of drilling.

Surface Materials: Each of the borings were advanced in existing grass areas and encountered approximately 4 to 8 inches of topsoil at the ground surface. Up to 1 foot of subsoil was encountered below the topsoil in borings B-3 and B-4.

Existing Fill: Existing undocumented fill was encountered below the topsoil in borings B-1 and B-2. The existing fill consisted of loose to medium dense SAND with up to little gravel and trace to little non-plastic fines (SM, SP, or SP-SM). The fill extended to a depth of approximately 5 feet in B-1 and 2.5 feet in B-2. An approximately 3-inch-thick layer of buried topsoil was encountered immediately below the fill in B-2.

Native Sand: Native sand was encountered below the fill in B-1, below the buried topsoil in B-2, and below the subsoil in B-3 and B-4. This layer consisted of generally medium dense (when corrected for hammer energy) SAND with up to few gravel and up to trace non-plastic fines (SP). Each boring terminated within the native sand.

Groundwater – Groundwater was not encountered during drilling at any of the borings. We anticipate that groundwater levels will fluctuate with season, variations in precipitation, construction in the area, and other factors. Perched groundwater conditions could exist close to the ground surface, especially during and after extended periods of wet weather.

Laboratory Testing

Selected soil samples were submitted to Thielsch Engineering of Cranston, RI for laboratory grain size testing (ASTM D6913) to confirm field classifications and estimate engineering properties. Laboratory test results are included in the boring logs in *Attachment H* and the laboratory test results are included in *Attachment I*.

LIGHT POLE FOUNDATION RECOMMENDATIONS

The proposed light poles can be supported on pier-type foundations consisting of precast concrete bases installed in drilled holes and backfilled with concrete. Pier foundations should extend through existing topsoil, subsoil, and fill and bear within the native sand. An allowable bearing pressure of 4,000 psf is recommended at the base of the piers to resist axial loads provided all loose material and slough are removed from the bored hole prior to placement of the precast light pole base and concrete backfill. Skin friction along the shaft of the pier foundation should be ignored when calculating resistance to axial loads.

Light pole foundations should be designed in accordance with the provisions of the current edition of the Massachusetts State Building Code and the Technical Specifications provided by the light pole manufacturer. Soil parameters for design of light pole foundations are provided in the following table:

Soil Type	Fill and Native Sand
Soil Unit Weight, lb/ft ³	120
Soil Angle of Internal Friction, degrees	30
Unconfined Compressive Strength, psf	--
Coefficient of Passive Earth Pressure, K_p (See Note 1)	3.0

Notes:

1. Passive earth pressures should be ignored to a depth of 2 feet below ground surface when computing resistance to lateral loads.

Caving of the drilled foundation excavations should be anticipated. Use of casing and/or drilling fluid is recommended to maintain the integrity of the drilled excavations. Tremie methods should be used to install concrete backfill around the pre-cast concrete pole bases.

LIMITATIONS

We have prepared this report for use by the Town of Nantucket and the design and construction teams for this project and this site only. The information herein could be used for bidding or estimating

purposes but should not be construed as a warranty of subsurface conditions. We have made observations only at the aforementioned locations and only to the stated depths. These observations do not reflect soil types, strata thicknesses, water levels or seepage that may exist between observations. We should be consulted to observe site and subgrade preparations. We should be consulted to review final design and specifications in order to see that our recommendations are suitably followed. If any changes are made to the anticipated locations, loads, grading, configurations, or construction timing, our recommendations may not be applicable, and we should be consulted.

The preceding recommendations should be considered preliminary, as actual soil conditions may vary. In order for our recommendations to be final, we should be retained to observe actual subsurface conditions encountered. Our observations will allow us to interpret actual conditions and adapt our recommendations if needed.

Within the limitations of scope, schedule and budget, our services have been executed in accordance with the generally accepted practices in this area at the time this report was prepared. No warranty, expressed or implied, is given.

Attachments:

Figure 1 – Locus Map

Figure 2 – Site Plan

Attachment **G** – “Important Information about this Geotechnical Engineering Report” by GBA

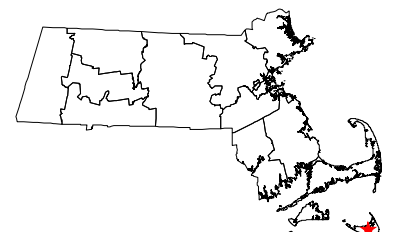
Attachment **H** – Boring Logs

Attachment **I** – Laboratory Test Results

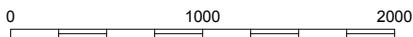
Figures



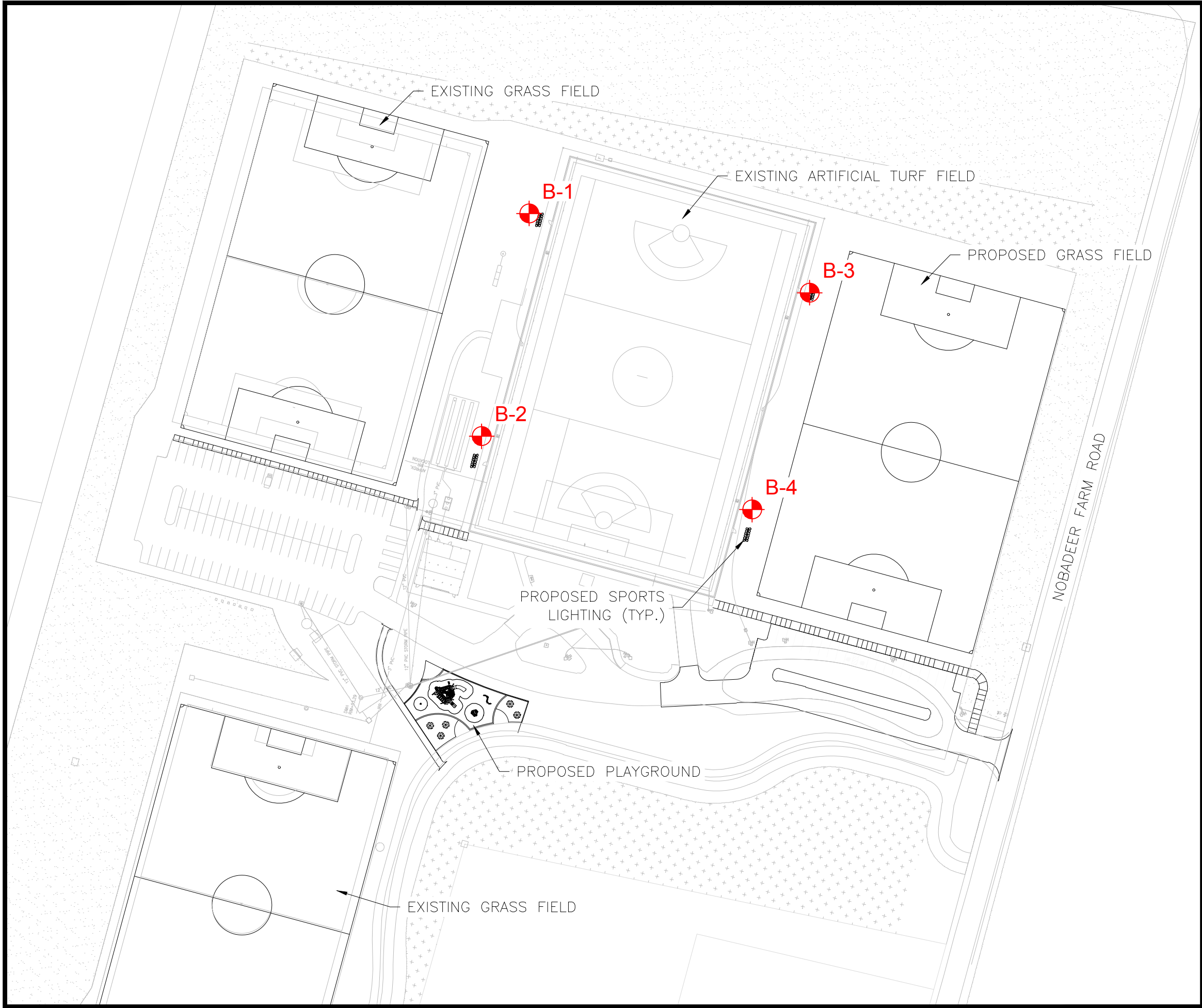
FIGURE 1
LOCUS MAP
NOBADEER ATHLETIC FIELD IMPROVEMENTS
7 NOBADEER FARM ROAD
NANTUCKET, MA
NANTUCKET COUNTY



SCALE IN FEET



P:\MA\Nantucket MA\Nobadeer Fields\07-DesignMaterials\02-Geotechnical\CAD\Figure 2 - Site Plan.dwg



Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867
978.532.1900 800.SAMPSON
www.westonandsampson.com

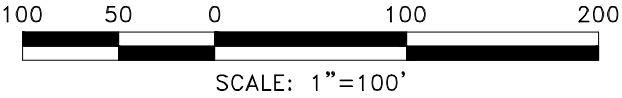
NOTES

1. THIS PLAN IS BASED ON PRELIMINARY DESIGN DRAWINGS PREPARED BY WESTON & SAMPSON ENGINEERS, INC. DATED JANUARY 2025.
2. BORINGS WERE COMPLETED BY NORTHERN DRILL SERVICE, INC. OF NORTHBOROUGH, MA BETWEEN JANUARY 14 AND 16, 2025.
3. ALL BORINGS WERE OBSERVED BY A WESTON & SAMPSON ENGINEER.
4. BORING LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON FIELD MEASUREMENTS USING A HANDHELD GPS.

LEGEND

 B-X DESIGNATION AND APPROXIMATE LOCATION OF BORING

GRAPHIC SCALE



ORIENTATION



TITLE

SITE PLAN

PROJECT

NOBADEER ATHLETIC
FIELD IMPROVEMENTS

7 NOBADEER FARM ROAD, NANTUCKET, MA 02554

FIGURE

FIGURE 2

DATE	01/2025
DRWN BY	AJC
CHKD BY	SB
PRJ. NO.	ENG24-1207
REV. NO.	-

Attachment G

"Important Information about this Geotechnical Engineering Report" by GBA

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



**GEOPROFESSIONAL
BUSINESS
ASSOCIATION**

Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

Attachment H

Boring Logs

GUIDE TO SUBSURFACE EXPLORATION LOGS



INDEX SHEET 1 GENERAL INFORMATION

GENERAL NOTES AND USE OF LOGS

- 1.) Explorations were made by ordinary and conventional methods and with care adequate for Weston & Sampson's study and/or design purposes. The exploration logs are part of a specific report prepared by Weston & Sampson for the referenced project and client, and are an integral part of that report. Information and interpretations are subject to the explanations and limitations stated in the report. Weston & Sampson is not responsible for any interpretations, assumptions, projections, or interpolations made by others.
- 2.) Exploration logs represent general conditions observed at the point of exploration on the date(s) stated. Boundary lines separating soil and rock layers (strata) represent approximate boundaries only and are shown as solid lines where observed and dashed lines where inferred based on drilling action. Actual transitions may be gradual and changes may occur over time.
- 3.) Soil and rock descriptions are based on visual-manual examination of recovered samples, direct observation in test pits (when permissible), and laboratory testing (when conducted).
- 4.) Water level observations were made at the times and under the conditions stated. Fluctuations should be expected to vary with seasons and other factors. Use of fluids during drilling may affect water level observations. The absence of water level observations does not necessarily mean the exploration was dry or that subsurface water will not be encountered during construction.
- 5.) Standard split spoon samplers may not recover particles with any dimension larger than 1-3/8 inches. Reported gravel conditions or poor sample recovery may not reflect actual in-situ conditions.
- 6.) Sections of this guide provide a general overview of Weston & Sampson's practices and procedures for *identifying* and *describing* soil and rock. These procedures are predominantly based on ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*, the International Society of Rock Mechanics (ISRM) standards, and the *Engineering Geology Field Manual* published by the Bureau of Reclamation. Not all aspects of this guide relating to description and identification procedures of soil and rock may be applicable in all circumstances.

SAMPLER GRAPHICS

- Split Spoon (Standard)
2" OD, 1-3/8" ID
- Split Spoon (Oversize)
3" OD, 2-3/8" ID
- Shelby or Piston Tube
3" OD, 2-7/8" ID
- Double-Tube Rock Core Barrel
2" Core Diameter
- Direct Push with Acetate Liner
Various Liner Sizes
- Auger Sample
(from cuttings or hand auger)
- Grab Sample
(manual, from discrete point)
- Composite Sample
(multiple grab samples)

WELL GRAPHICS

- Cement concrete seal around casing or riser pipe
- Bentonite seal around casing or riser pipe
- Cement grout seal around casing or riser pipe
- Soil backfill around riser pipe or beneath screen
- Gravel backfill around screen or riser pipe
- Sand backfill around screen or riser pipe (filter sand)
- Solid-wall riser; Sch. 40 PVC, 1" ID unless noted otherwise
- Slotted screen; Sch. 40 PVC, 1" ID with machined slots

CAVING / SEEPAGE TERMS

The following caving and/or seepage terms may appear on a test pit log.

Caving Term	Criteria
Minor.....	less than 1 cubic ft.
Moderate.....	1 to 3 cubic ft.
Severe.....	greater than 3 cubic ft.

Seepage Term	Criteria
Slow.....	less than 1 gpm
Moderate.....	1 to 3 gpm
Fast.....	greater than 3 gpm

KEY TO WATER LEVELS

- Observed in exploration during advancement.
- Measured in exploration at completion, prior to backfilling or well installation.
- Measured in exploration after the stated stabilization period, prior to backfilling, or in well installation if noted.

DEFINITIONS OF COMMON TERMS

Sample Recovery Ratio - The length of material recovered in a drive or push type sampler over the length of sampler penetration, in inches (e.g. 18/24).

Standard Penetration Test (SPT) - An in-situ test where a standard split-spoon sampler is driven a distance of 12 or 18 inches (after an initial 6-inch seating interval) using a 140-lb. hammer falling 30 inches for each blow.

SPT Blows - The number of hammer blows required to drive a split-spoon sampler each consecutive 6-inch interval during a *Standard Penetration Test*. If no discernable advancement of a split spoon sampler is made after 50 consecutive hammer blows, 50/X indicates *sampler refusal* and is the number of blows required to drive the sampler X inches.

SPT N-Value (N) - The uncorrected blow count representation of a soil's penetration resistance over a 12-inch interval after an initial 6-in. seating interval, reported in blows per foot (bpf). The N-value is correlated to soil engineering properties.

Auger Refusal - No discernable advancement of the auger over a period of 5 minutes with full rig down pressure applied.

Casing Refusal (Driven) - Casing penetration of less than 6 inches after a minimum 50 blows of a drop hammer weighing 300 lbs. or a minimum 100 blows of a drop hammer weighing 140 lbs.

PID Measurement - A measurement (electronic reading) taken in the field using a photoionization detector (PID) to detect the presence of volatile organic compounds in a soil sample. Values are reported as benzene equivalent units in parts per million (ppm) unless noted otherwise.

Rock Quality Designation (RQD) - A qualitative index measure of the degree of jointing and fracture of a rock core taken from a borehole. The RQD is defined as the sum length of solid core pieces 4 inches or longer divided by the run (cored) length, expressed as a percentage. Higher RQD values may indicate fewer joints and fractures in the rock mass.

Fill (Made Ground) - A deposit of soil and/or artificial waste materials that has been placed or altered by human processes.

LABORATORY TESTS AND FIELD MEASUREMENTS

MC.....	Moisture Content	IC.....	1D Incremental Consolidation
OC.....	Organic Content	VS.....	Laboratory Vane Shear
PL.....	Plastic Limit	US.....	Unconfined Compression
LL.....	Liquid Limit	TC.....	Triaxial Compression
GC.....	Gravel Content	PP.....	Pocket (Hand) Penetrometer
SC.....	Sand Content	TV.....	Torvane (Hand Vane)
FC.....	Fines Content	PID.....	Photoionization Detector
DS.....	Direct Shear	FID.....	Flame Ionization Detector

BORING ADVANCEMENT METHODS

Hollow-Stem Auger Drilling - Utilizes continuous flight auger sections with hollow stems to advance the borehole. Drill rods and a plug are inserted into the auger stem to prevent the entrance of soil cuttings into the augers.

Rotary Wash Drilling - Utilizes downward pressure and rotary action applied to a non-coring bit while washing the cuttings to the surface using a circulating fluid injected down the drill rods. The borehole is supported with either steel casing or the drilling fluid. Where a casing is used, the borehole is advanced sequentially by driving the casing to the desired depth and then cleaning out the casing. The process of driving and cleaning the casing is commonly referred to as the 'drive-and-wash' technique.

Continuous Sampling - Includes a variety of methods and procedures during which the borehole is advanced via continuous recovery of soil samples. *Direct Push* sampling is a common method that uses static downward pressure combined with percussive energy to drive a steel mandrel into the ground at continuous intervals while recovering soil samples in disposable acetate liners.

Rock Coring - Utilizes downward pressure and rotary action applied to a core barrel equipped with a diamond-set or tungsten carbide coring bit. During conventional coring, the entire barrel is retrieved from the hole upon completion of a core run. Wireline coring allows for removal of the inner barrel assembly containing the actual core while the drill rods and outer barrel remain in the hole. Various types and sizes of core barrels and bits are used.

GUIDE TO SUBSURFACE EXPLORATION LOGS



INDEX SHEET 2 SOIL DESCRIPTION

SOIL CONSTITUENTS

Naturally occurring soils consist of one or more of the following matrix constituents defined in terms of particle size.

Constituent	U.S. Sieve Size	Observed Size (in.)
Gravel (Coarse)	3/4 in. - 3 in.	3/4 - 3
Gravel (Fine)	No. 4 - 3/4 in.	1/5 - 3/4
Sand (Coarse)	No. 10 - No. 40	1/16 - 1/5
Sand (Medium)	No. 40 - No. 10	1/64 - 1/16
Sand (Fine)	No. 200 - No. 40	1/300 - 1/64
Fines (Silt or Clay)	Smaller than No. 200	Less than 1/300

SOIL IDENTIFICATION

Soil identification refers to the grouping of soils with similar physical characteristics into a category defined by a **group name** and corresponding **group symbol** based on estimation of the matrix soil constituents to the nearest 5% and simple manual tests. Proportions of cobbles, boulders, and other non-matrix soil materials are not considered during this procedure but are included in the overall soil description if observed or thought to be present. Refer to the following descriptions and tables adapted from ASTM D2488.

Coarse-Grained Soil - Coarse-grained soils contain fewer than 50% fines and are identified based on the following table.

Primary Constituent	Fines Percent	Type of Fines and Gradation	Group Symbol	Group Name ⁽¹⁾
GRAVEL % gravel > 10% % sand	≤ 5%	well graded	GW	Well graded gravel
		poorly graded	GP	Poorly graded gravel
	10% to 45%	clayey well graded	GW-GC	Well graded gravel with clay
		clayey poorly graded	GP-GC	Poorly graded gravel with clay
		silty well graded	GW-GM	Well graded gravel with silt
		silty poorly graded	GP-GM	Poorly graded gravel with silt
SAND % sand ≥ 10% % gravel	≤ 5%	clay fines	GC	Clayey gravel
		silt fines	GM	Silty gravel
	10% to 45%	well graded	SW	Well graded sand
		poorly graded	SP	Poorly graded sand
		clayey well graded	SW-SC	Well graded sand with clay
		clayey poorly graded	SP-SC	Poorly graded sand with clay
		silty well graded	SW-SM	Well graded sand with silt
		silty poorly graded	SP-SM	Poorly graded sand with silt
	15% to 45%	clay fines	SC	Clayey sand
		silt fines	SM	Silty sand

⁽¹⁾ If soil is a gravel and contains 15% or more sand, add "with sand" to the group name. If soil is a sand and contains 15% of more gravel, add "with gravel" to the group name.

Inorganic Fine-Grained Soil - Fine-grained soils contain 50% or more fines and are identified based on the following table.

Plasticity Criteria	Dry Strength	Coarse Fraction S = Sand, G = Gravel	Group Symbol	Group Name ⁽¹⁾
Medium	Medium to high	< 15% S + G	CL	Lean clay
		≥ 30% % S ≥ % G	CL	Sandy lean clay
		S + G % S < % G	CL	Gravelly lean clay
Non-plastic	None to low	< 15% S + G	ML	Silt
		≥ 30% % S ≥ % G	ML	Sandy silt
		S + G % S < % G	ML	Gravelly silt
High	High to very high	< 15% S + G	CH	Fat clay
		≥ 30% % S ≥ % G	CH	Sandy fat clay
		S + G % S < % G	CH	Gravelly fat clay
Low to Medium	Low to medium	< 15% S + G	MH	Elastic silt
		≥ 30% % S ≥ % G	MH	Sandy elastic silt
		S + G % S < % G	MH	Gravelly elastic silt

⁽¹⁾ If soil contains 15% to 25% sand or gravel, add "with sand" or "with gravel" to the group name.

Organic Fine-Grained Soil - Fine-grained soils that contain enough organic particles to influence the soil properties are identified as Organic Soil and assigned the group symbol OL or OH.

Highly Organic Soil (Peat) - Soils composed primarily of plant remains in various stages of decomposition are identified as Peat and given the group symbol PT. Peat usually has an organic odor, a dark brown to black color, and a texture ranging from fibrous (original plant structure intact or mostly intact) to amorphous (plant structure decomposed to fine particles).

SOIL DESCRIPTION

Soils are described in the following general sequence. Deviations may occur in some instances.

Identification Components

(1) Group Name and Group Symbol

Description Components

- (2) Consistency (Fine-Grained) or Apparent Density (Coarse-Grained)
- (3) Color (*note, the term "to" may be used to indicate a gradational change*)
- (4) Soil Moisture
- (5) Matrix Soil Constituents (Gravel, Sand, Fines)
 - ↳ Proportion (*by weight*), particle size, plasticity of fines, angularity, etc.
- (6) Non-Matrix Soil Materials and Proportions (*by volume*)
- (7) Other Descriptive Information (Unusual Odor, Structure, Texture, etc.)
- (8) [Geologic Formation Name or Soil Survey Unit]

SPT N-VALUE CORRELATIONS

Consistency	SPT N-Value	Apparent Density	SPT N-Value
Very soft	0 - 2	Very loose	0 - 5
Soft	2 - 4	Loose	5 - 10
Medium stiff	4 - 8	Medium dense	10 - 30
Stiff	8 - 15	Dense	30 - 50
Very stiff	15 - 30	Very dense	> 50
Hard	> 30		

SOIL MOISTURE

Dry..... Apparent absence of moisture; dry to the touch.
Moist..... Damp but no visible water.
Wet..... Visible free water; saturated.

PROPORTIONS / PERCENTAGES

Proportions of gravel, sand, and fines (excluding cobbles, boulders, and other constituents) are stated in the following terms indicating a range of percentages by weight (to nearest 5%) of the minus 3-in. soil fraction and add up to 100%.

Proportions of cobbles, boulders, and other non-matrix soil materials including artificial debris, roots, plant fibers, etc. are stated in the following terms indicating a range of percentages by volume (to the nearest 5%) of the total soil.

Mostly	50% - 100%	Numerous	40% - 50%
Some	30% - 45%	Common	25% - 35%
Little	15% - 25%	Occasional	10% - 20%
Few	5% - 10%	Trace	Less than 5%
Trace	Less than 5%		

PLASTICITY (FINES ONLY)

Non-plastic..... Dry specimen ball falls apart easily. Cannot be rolled into thread at any moisture content.

Low..... Dry specimen ball easily crushed with fingers. Can be rolled into 1/8-in. thread with some difficulty.

Medium..... Difficult to crush dry specimen ball with fingers. Easily rolled into 1/8-in. thread.

High..... Cannot crush dry specimen ball with fingers. Easily rolled and re-rolled into 1/8-in. thread.

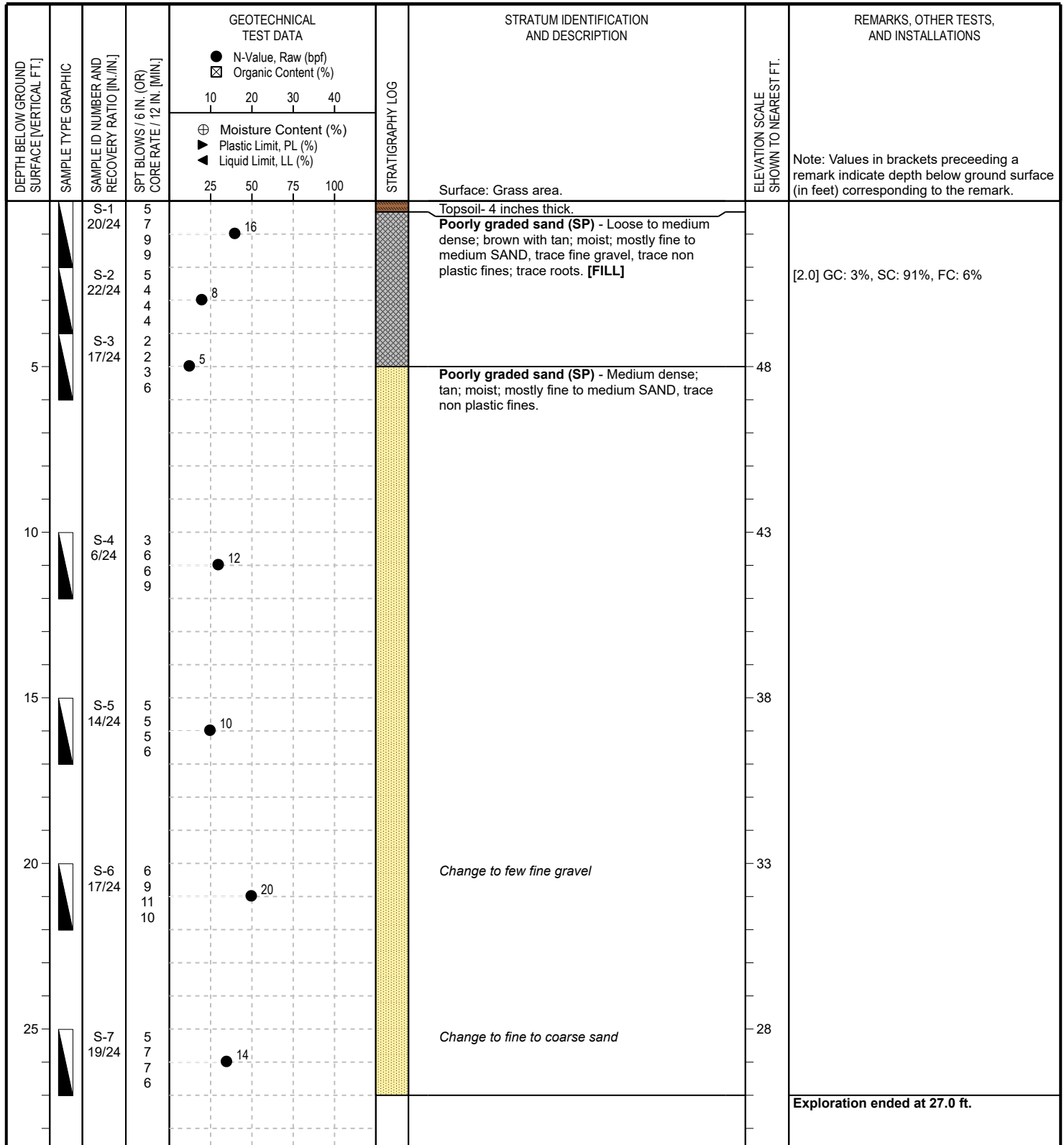
COBBLES AND BOULDERS

Cobbles - Particles of rock that will pass a 12-in. square opening and be retained on a 3-in. sieve.

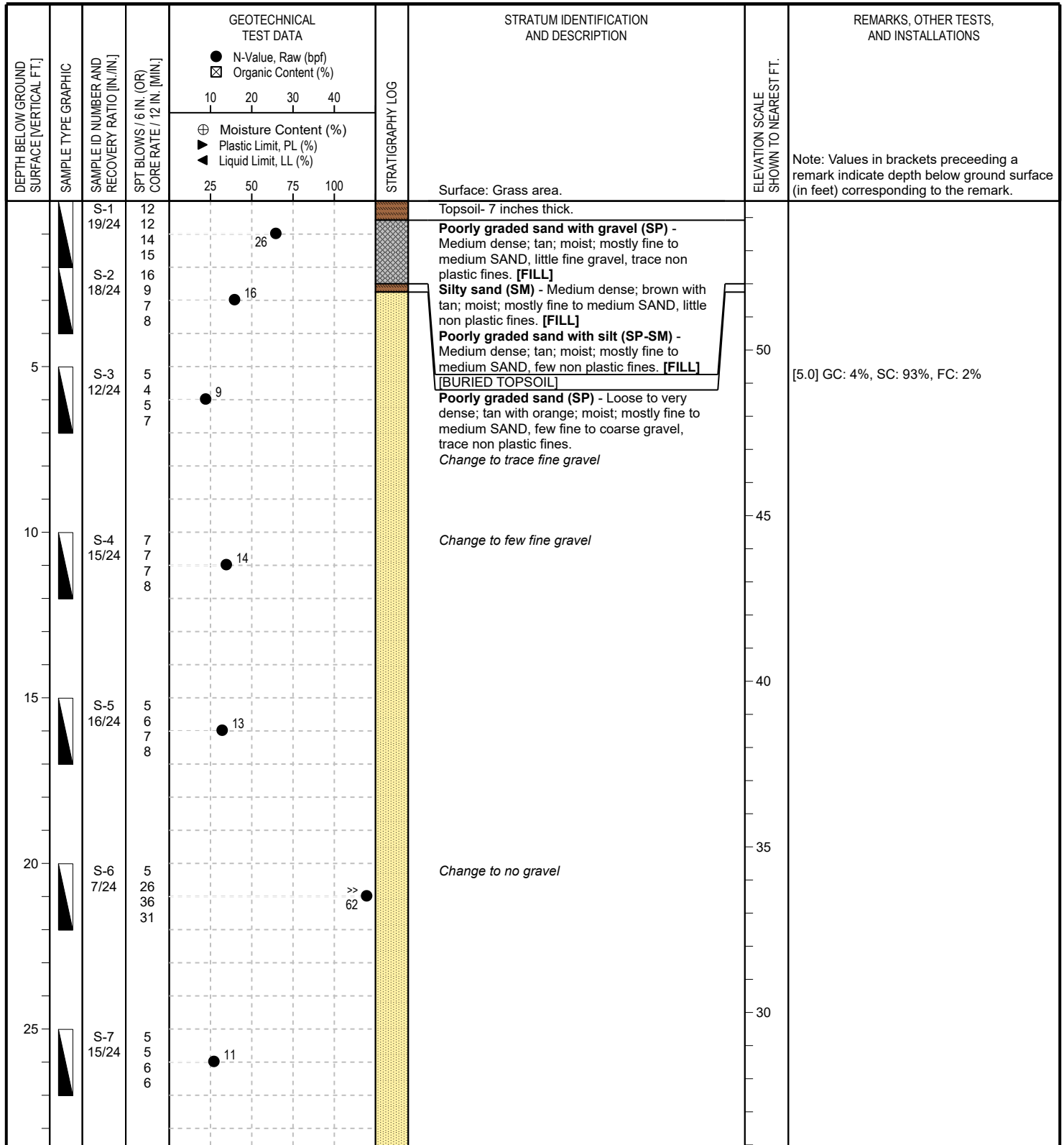
Boulders - Particles of rock that will not pass a 12-in. square opening.

Note: Where the percentage (by volume) of cobbles and/or boulders cannot be accurately or reliably estimated, the terms "with cobbles", "with boulders", or "with cobbles and boulders" may be used to indicate observed or inferred presence.

CONTRACTOR:	Northern Drill Service, Inc.	BORING LOCATION:	See Attached Figure	DATE START:	January 14, 2025
FOREMAN:	Carl Beirholm	ADVANCE METHOD:	Hollow-Stem Auger Drilling	DATE FINISH:	January 14, 2025
LOGGED BY:	Aaron Chabot	AUGER DIAMETER:	3-1/4" ID (Stem), 6-5/8" OD (Flights)	GROUND EL:	53.0 ± (NAVD88)
CHECKED BY:	Stefanie Bridges	SUPPORT CASING:	N/A	FINAL DEPTH:	27.0 ft.
EQUIPMENT:	Mobile B-57, Truck Mounted	CORING METHOD:	N/A	GRID COORDS:	N:98153.8 ± / E:1760914.6 ±
SPT HAMMER:	Automatic (140-lb.)	BACKFILL MATERIAL:	Drill Cuttings	GRID SYSTEM:	NAD83 State Plane (MA)

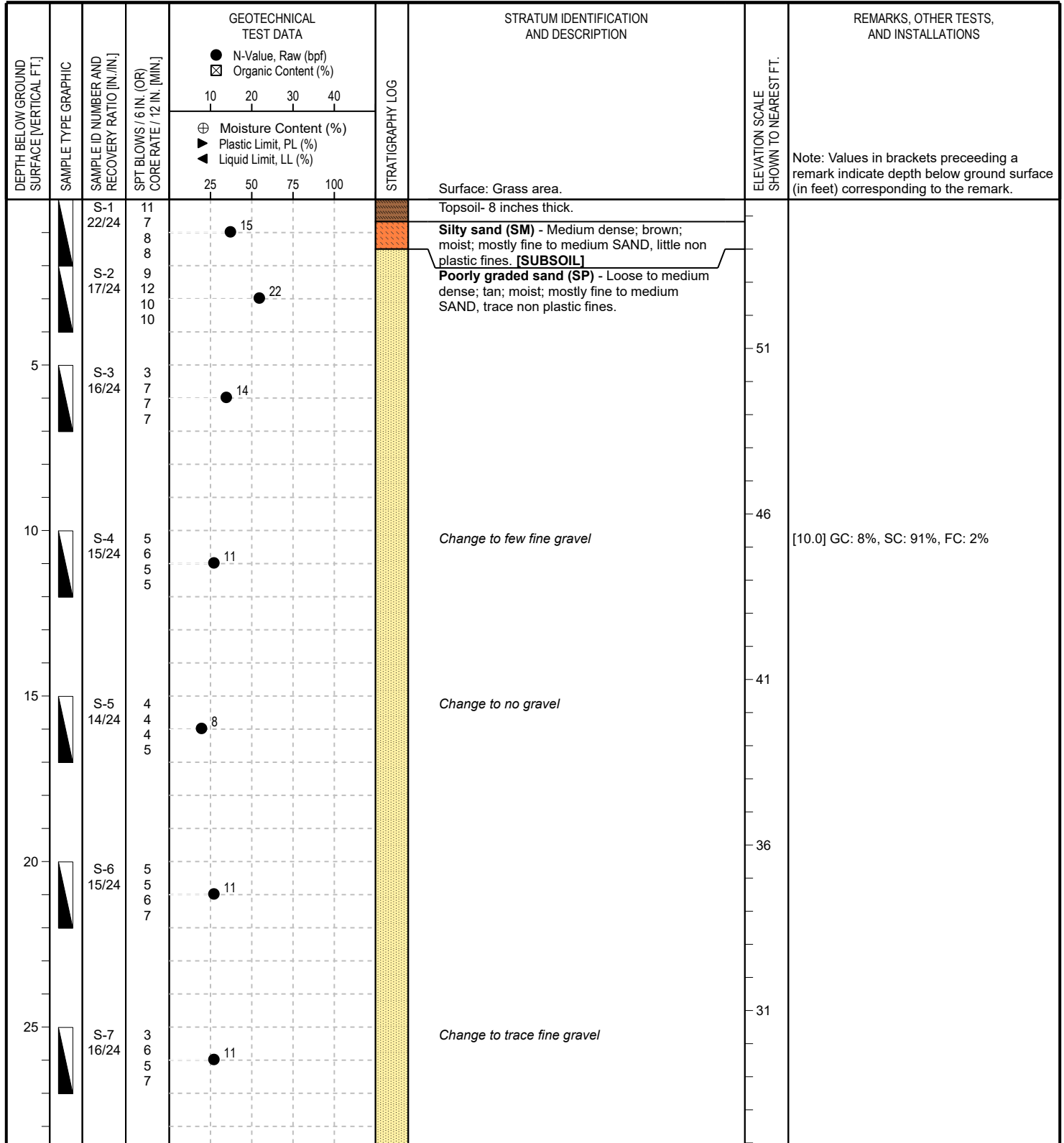


CONTRACTOR:	Northern Drill Service, Inc.	BORING LOCATION:	See Attached Figure	DATE START:	January 15, 2025
FOREMAN:	Carl Beirholm	ADVANCE METHOD:	Hollow-Stem Auger Drilling	DATE FINISH:	January 15, 2025
LOGGED BY:	Aaron Chabot	AUGER DIAMETER:	3-1/4" ID (Stem), 6-5/8" OD (Flights)	GROUND EL:	54.5 ± (NAVD88)
CHECKED BY:	Stefanie Bridges	SUPPORT CASING:	N/A	FINAL DEPTH:	32.0 ft.
EQUIPMENT:	Mobile B-57, Truck Mounted	CORING METHOD:	N/A	GRID COORDS:	N:97928.9 ± / E:1760866.7 ±
SPT HAMMER:	Automatic (140-lb.)	BACKFILL MATERIAL:	Drill Cuttings	GRID SYSTEM:	NAD83 State Plane (MA)



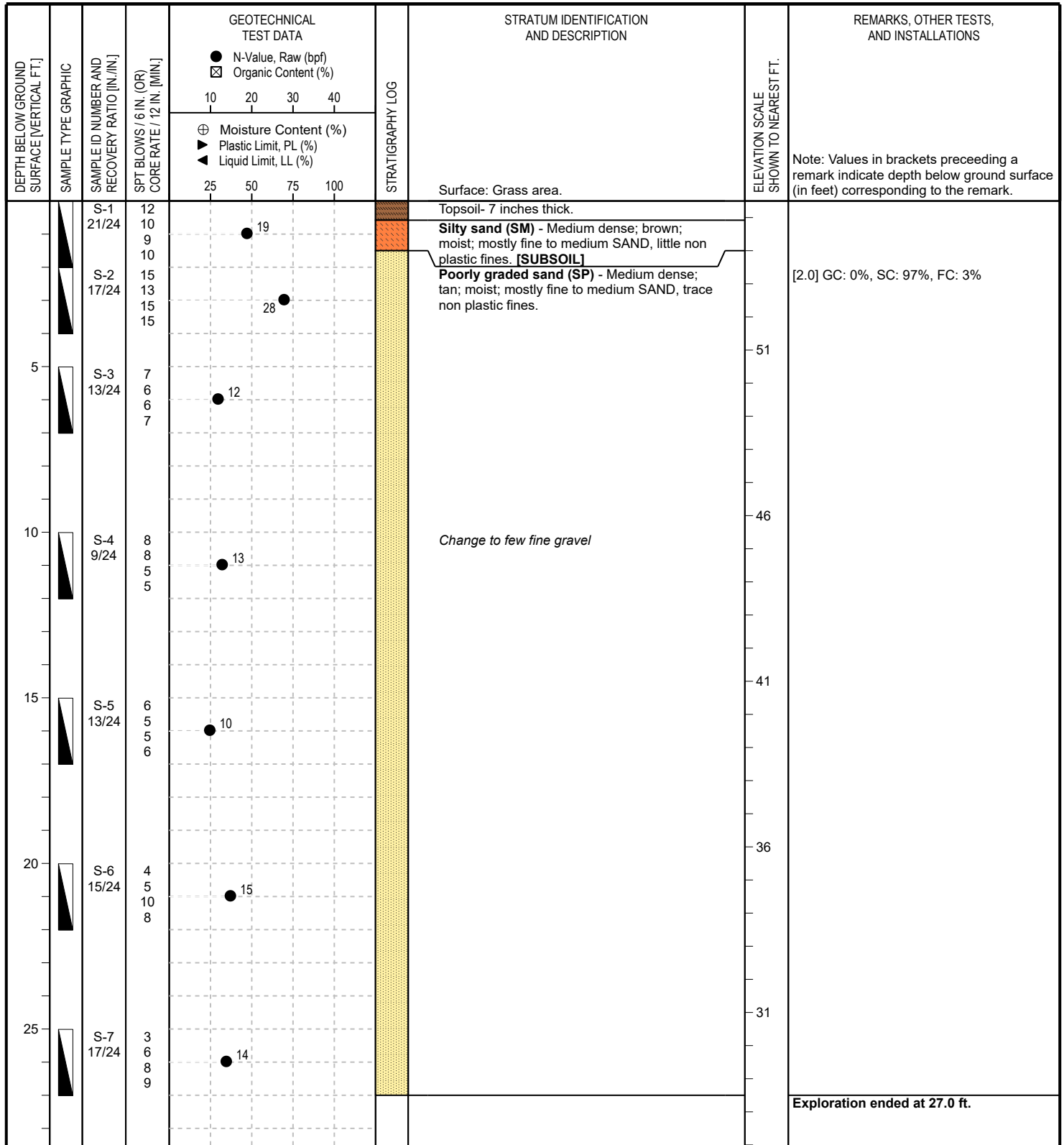
DEPTH BELOW GROUND SURFACE [VERTICAL FT.]	SAMPLE TYPE GRAPHIC	SAMPLE ID NUMBER AND RECOVERY RATIO [IN./IN.]	SPT BLOWS / 6 IN. (OR) CORE RATE / 12 IN. [MIN.]	GEOTECHNICAL TEST DATA				STRATIGRAPHY LOG	STRATUM IDENTIFICATION AND DESCRIPTION	ELEVATION SCALE SHOWN TO NEAREST FT.	REMARKS, OTHER TESTS, AND INSTALLATIONS
				10	20	30	40				
				25	50	75	100				
				⊕ Moisture Content (%)							
				▶ Plastic Limit, PL (%)							
				▲ Liquid Limit, LL (%)							
30		S-8 17/24	6 8 8 11						Poorly graded sand (SP) - Medium dense; tan; moist; mostly fine to medium SAND, trace non plastic fines.	25	
35											
40											
45											
50											
55											
60											
											Exploration ended at 32.0 ft.

CONTRACTOR:	Northern Drill Service, Inc.	BORING LOCATION:	See Attached Figure	DATE START:	January 15, 2025
FOREMAN:	Carl Beirholm	ADVANCE METHOD:	Hollow-Stem Auger Drilling	DATE FINISH:	January 15, 2025
LOGGED BY:	Aaron Chabot	AUGER DIAMETER:	3-1/4" ID (Stem), 6-5/8" OD (Flights)	GROUND EL:	55.5 ± (NAVD88)
CHECKED BY:	Stefanie Bridges	SUPPORT CASING:	N/A	FINAL DEPTH:	37.0 ft.
EQUIPMENT:	Mobile B-57, Truck Mounted	CORING METHOD:	N/A	GRID COORDS:	N:98073.8 ± / E:1761197.7 ±
SPT HAMMER:	Automatic (140-lb.)	BACKFILL MATERIAL:	Drill Cuttings	GRID SYSTEM:	NAD83 State Plane (MA)



DEPTH BELOW GROUND SURFACE [VERTICAL FT.]	SAMPLE TYPE GRAPHIC	SAMPLE ID NUMBER AND RECOVERY RATIO [IN./IN.]	SPT BLOWS / 6 IN. (OR) CORE RATE / 12 IN. [MIN.]	GEOTECHNICAL TEST DATA		STRATIGRAPHY LOG	STRATUM IDENTIFICATION AND DESCRIPTION	ELEVATION SCALE SHOWN TO NEAREST FT.	REMARKS, OTHER TESTS, AND INSTALLATIONS	
				● N-Value, Raw (bpf)	☒ Organic Content (%)					
				⊕ Moisture Content (%)	▶ Plastic Limit, PL (%)					▲ Liquid Limit, LL (%)
				10	20					30
				25	50	75	100			
30		S-8 15/24	5 3 5 8	● 8				26	Note: Values in brackets preceeding a remark indicate depth below ground surface (in feet) corresponding to the remark.	
35		S-9 20/24	13 13 10 11	● 23				21		
40								16	Exploration ended at 37.0 ft.	
45								11		
50								6		
55								1		
60								-4		

CONTRACTOR:	Northern Drill Service, Inc.	BORING LOCATION:	See Attached Figure	DATE START:	January 16, 2025
FOREMAN:	Carl Beirholm	ADVANCE METHOD:	Hollow-Stem Auger Drilling	DATE FINISH:	January 16, 2025
LOGGED BY:	Aaron Chabot	AUGER DIAMETER:	3-1/4" ID (Stem), 6-5/8" OD (Flights)	GROUND EL:	55.5 ± (NAVD88)
CHECKED BY:	Stefanie Bridges	SUPPORT CASING:	N/A	FINAL DEPTH:	27.0 ft.
EQUIPMENT:	Mobile B-57, Truck Mounted	CORING METHOD:	N/A	GRID COORDS:	N:97854.9 ± / E:1761139.6 ±
SPT HAMMER:	Automatic (140-lb.)	BACKFILL MATERIAL:	Drill Cuttings	GRID SYSTEM:	NAD83 State Plane (MA)



Attachment I

Laboratory Test Results

	195 Frances Avenue Cranston RI, 02910 Phone: (401)-467-6454 Fax: (401)-467-2398 cts.thielsch.com <i>Let's Build a Solid Foundation</i>	Client Information:	Project Information:
		Weston & Sampson Reading, MA 671-459-4244 Project Contact: Stefanie Bridges Collected By: Client	Nobadeer Fields Nantucket, MA Project Number: ENG24-1207 Summary Page: 1 of 1 Report Date: 2.6.2025

LABORATORY TESTING DATA SHEET, Report No.: 7425-B-B003

Material Source	Sample ID	Depth (ft)	Laboratory No.	Identification Tests										Proctor / CBR / Permeability Tests							Laboratory Log and Soil Description
				As Rcvd Moisture Content %	LL %	PL %	OD LL	Gravel %	Sand %	Fines %	Org. %	pH	9 _d MAX (pcf) W _{opt} (%)	9 _d MAX (pcf) W _{opt} (%) (Corr.)	Dry unit wt. (pcf)	Test Moisture Content %	Target Test Setup as % of Proctor	CBR @ 0.1"	CBR @ 0.2"	Permeability cm/sec	
				D2216	D4318			D6913			D2974	D4792	D1557								
B1	S2	2-4	25-S-B175					2.8	91.4	5.8											Tan f-m SAND, trace Silt, trace fine Gravel
B2	S3	5-7	25-S-B176					4.4	93.4	2.2											Light Brown f-m SAND, trace fine Gravel, trace Silt
B3	S4	10-12	25-S-B177					7.5	91.0	1.5											Tan f-m SAND, trace f-c Gravel, trace Silt
B4	S2	2-4	25-S-B178					0.2	96.8	3.0											Light Brown f-m SAND, trace Silt, trace fine Gravel

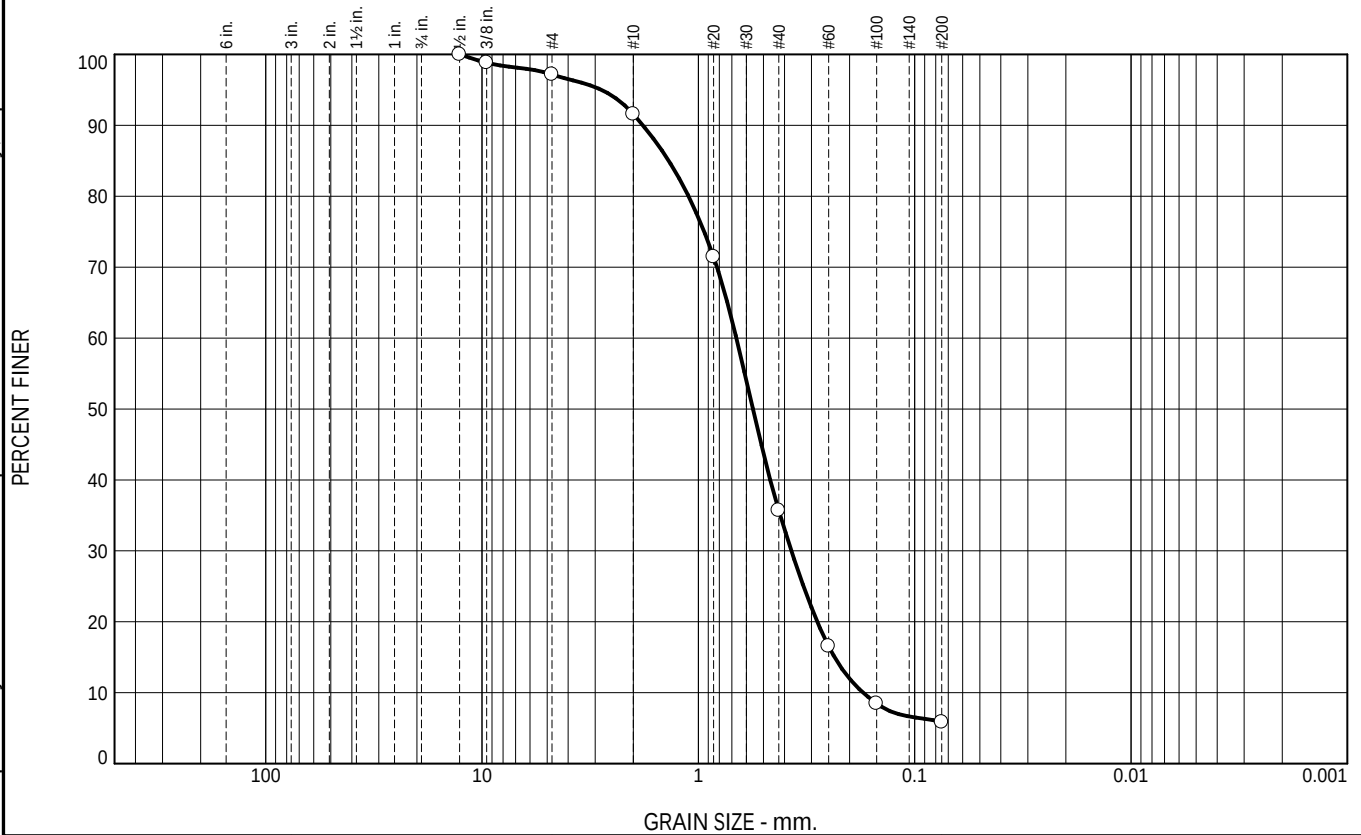
Date Received:
2.3.2025

Reviewed By:


Date Reviewed:
2.6.2025

This report only relates to items inspect and/or tested. No warranty, expressed or implied, is made.
This report shall not be reproduced, except in full, without prior written approval from the Agency, as defined in ASTM E329.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.8	5.6	55.9	29.9	5.8	

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2"	100.0		
3/8"	98.8		
#4	97.2		
#10	91.6		
#20	71.4		
#40	35.7		
#60	16.5		
#100	8.5		
#200	5.8		

* (no specification provided)

Source of Sample: Boring
Sample Number: B1 / S2

Depth: 2-4

Date: 2.5.2025

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson

Project: Nobadeer Fields
Nantucket, MA

Project No: ENG24-1207

Soil Description

Tan f-m SAND, trace Silt, trace fine Gravel

$$PL = NP$$

Atterberg Limits

$$\frac{\text{LL}}{\text{NV}}$$
$$P \models NP$$
D₉₀= 1.8050

Coefficients

$D_{85} = 1.3703$

$$D_{60} = 0.6676$$
$$D_{50} = 0.5593$$
$$D_{30} = 0.3716$$
$$D_{15} = 0.2347$$
$$D_{10}^{50} = 0.1731$$
$$C_u^{\text{SO}} = 3.86$$
$$C_c^{19} \quad 1.19$$

Classification

Classification
AASH

A-1-b

Remarks

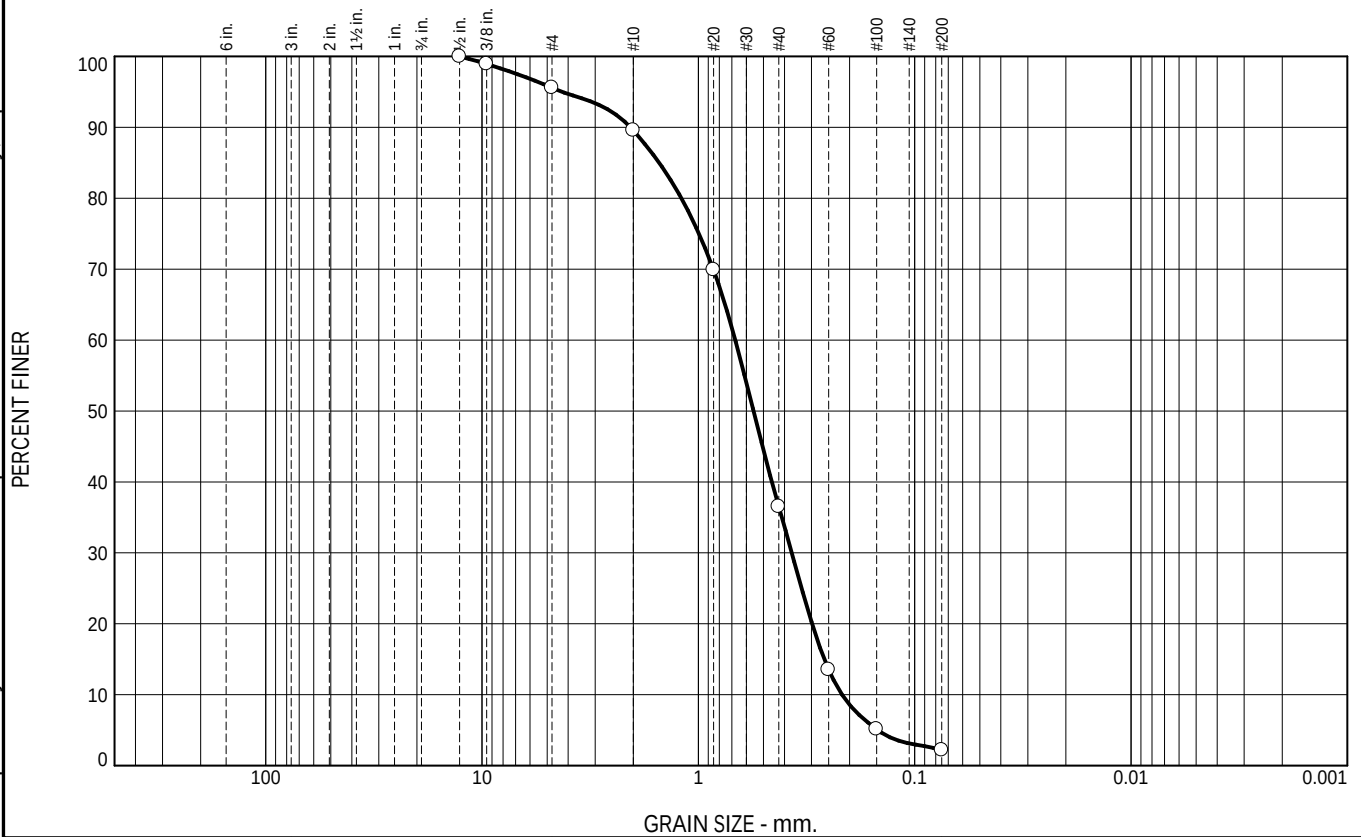
Tested By: MA

Checked By: Michael Collins

Figure 25-S-B175

These results are for the exclusive use of the client for whom they were obtained. This report only relates to items inspect and/or tested. No warranty, expressed or implied, is made.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	4.4	6.0	53.1	34.3	2.2	

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2"	100.0		
3/8"	99.0		
#4	95.6		
#10	89.6		
#20	69.9		
#40	36.5		
#60	13.5		
#100	5.1		
#200	2.2		

* (no specification provided)

Soil Description
Light Brown f-m SAND, trace fine Gravel, trace Silt

PL= NP Atterberg Limits LL= NV PI= NP

Coefficients
D₉₀= 2.0601 D₈₅= 1.5176 D₆₀= 0.6755
D₅₀= 0.5559 D₃₀= 0.3703 D₁₅= 0.2619
D₁₀= 0.2167 C_u= 3.12 C_c= 0.94

USCS= SP Classification AASHTO= A-1-b

Remarks

Source of Sample: Boring Depth: 5-7
Sample Number: B2 / S3

Date: 2.5.2025

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Nobadeer Fields
Nantucket, MA

Project No: ENG24-1207

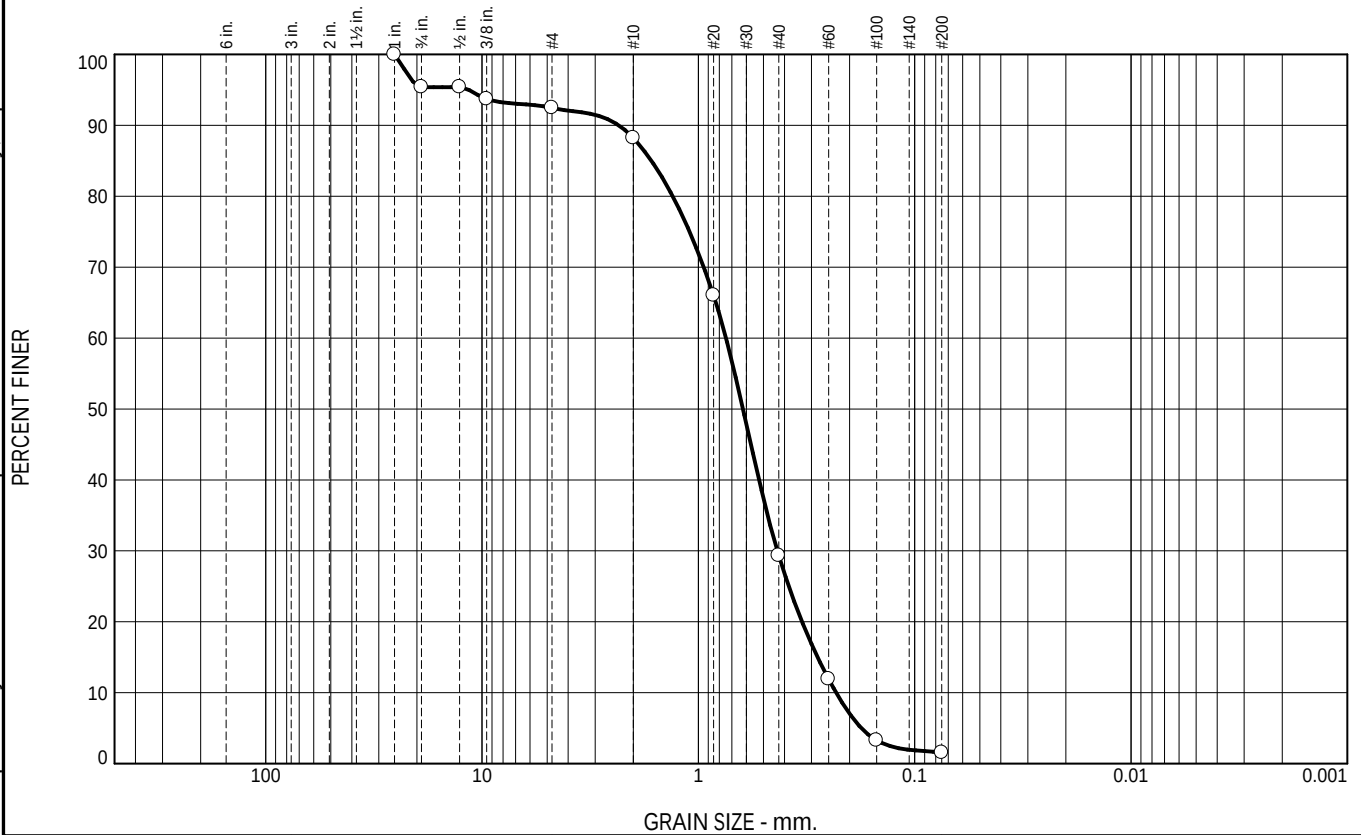
Figure 25-S-B176

Tested By: MA

Checked By: Michael Collins

These results are for the exclusive use of the client for whom they were obtained. This report only relates to items inspect and/or tested. No warranty, expressed or implied, is made.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	4.6	2.9	4.3	58.9	27.8	1.5	

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1"	100.0		
3/4"	95.4		
1/2"	95.4		
3/8"	93.7		
#4	92.5		
#10	88.2		
#20	66.0		
#40	29.3		
#60	11.9		
#100	3.3		
#200	1.5		

* (no specification provided)

Soil Description		
Tan f-m SAND, trace f-c Gravel, trace Silt		
PL= NP	Atterberg Limits LL= NV	PI= NP
D ₉₀ = 2.3315	Coefficients D ₈₅ = 1.6478	D ₆₀ = 0.7450
D ₅₀ = 0.6222	D ₃₀ = 0.4317	D ₁₅ = 0.2813
D ₁₀ = 0.2308	C _u = 3.23	C _c = 1.08
USCS= SP	Classification AASHTO=	A-1-b
Remarks		

Source of Sample: Boring Depth: 10-12
Sample Number: B3 / S4

Date: 2.5.2025

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Nobadeer Fields
Nantucket, MA

Project No: ENG24-1207

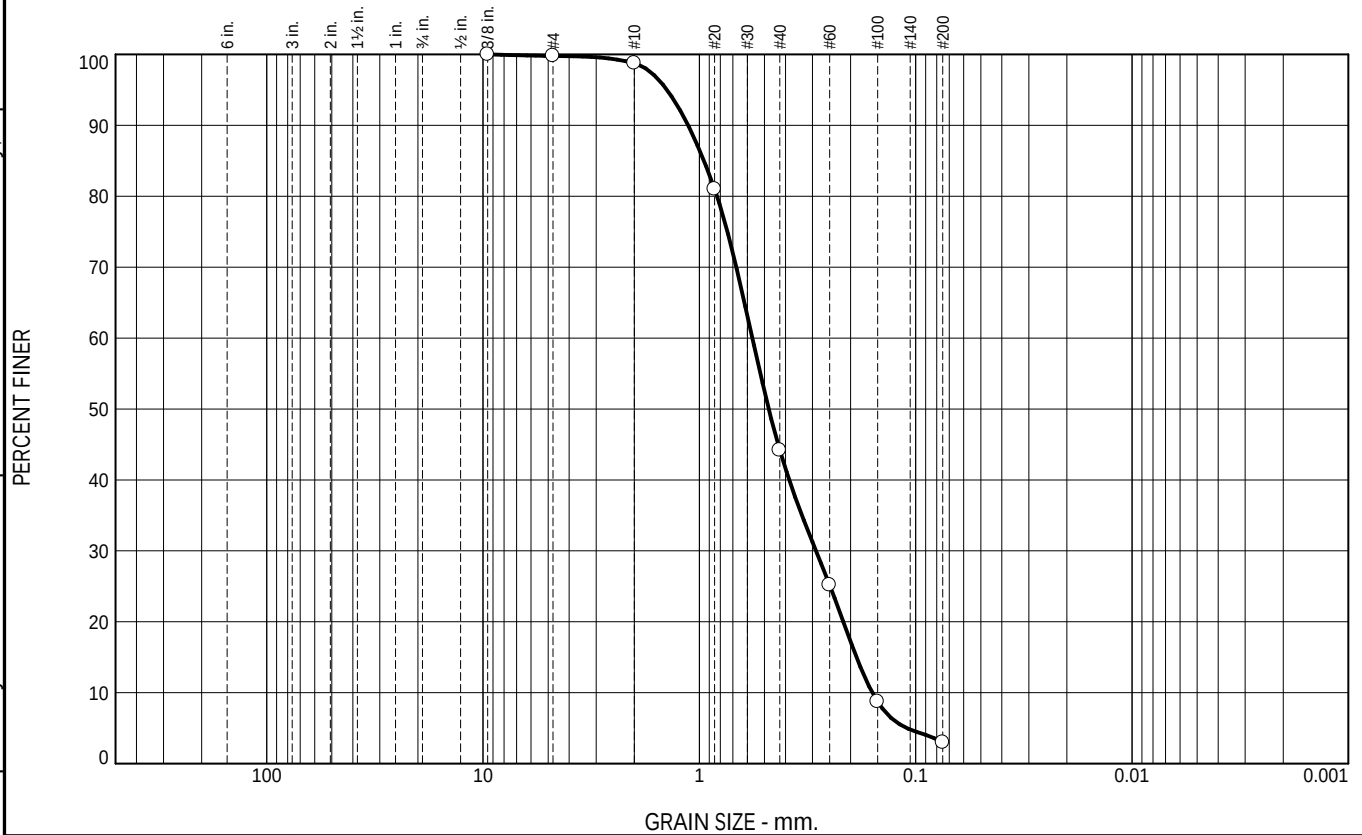
Figure 25-S-B177

Tested By: MA

Checked By: Michael Collins

These results are for the exclusive use of the client for whom they were obtained. This report only relates to items inspect and/or tested. No warranty, expressed or implied, is made.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	1.0	54.6	41.2	3.0	

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8"	100.0		
#4	99.8		
#10	98.8		
#20	81.0		
#40	44.2		
#60	25.2		
#100	8.7		
#200	3.0		

* (no specification provided)

Soil Description
Light Brown f-m SAND, trace Silt, trace fine Gravel

PL= NP Atterberg Limits LL= NV PI= NP

Coefficients
D₉₀= 1.1273 D₈₅= 0.9528 D₆₀= 0.5690
D₅₀= 0.4779 D₃₀= 0.2891 D₁₅= 0.1877
D₁₀= 0.1588 C_u= 3.58 C_c= 0.93

USCS= SP Classification AASHTO= A-1-b

Remarks

Source of Sample: Boring Depth: 2-4
Sample Number: B4 / S2

Date: 2.5.2025

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Nobadeer Fields
Nantucket, MA

Project No: ENG24-1207

Figure 25-S-B178

Tested By: MA

Checked By: Michael Collins

APPENDIX D

YIELD TEST REPORT FOR EXISTING IRRIGATION WELL

MEMORANDUM

TO: Antone Almeida
FROM: Corey Hedges
Rob F. Good, Jr., CPG, LEP
DATE: April 2026
SUBJECT: Yield Test Report for Existing Irrigation Well
Nobadeer Field

During the pumping test on April 1, 2026, the existing irrigation well had a maximum pump capacity of approximately 76 gpm (gallons per minute). The test data indicates the theoretical maximum well yield is approximately 250 gpm, and the optimal or most efficient well yield approximately 100 gpm.

Pumping at the design flow rate for irrigation of 100 gpm, the theoretical pumping water level in the irrigation wells would be approximately 59 ft btmp (feet below top of measuring point) or approximately 57 ft bg (feet below grade). A new submersible pump would be required to achieve this design rate. The design specifications for a new pump must consider the total dynamic head applied by the irrigation distribution system and the desired delivery rates and pressures.

The recommended minimum separation distance between wells to avoid adverse impacts from hydraulic interconnection is approximately 50 feet but preferably 100 feet to provide a conservative factor of safety.

Irrigation Well and Pump Specifications (Known or Reported)

The irrigation well is constructed with 8-inch diameter PVC pipe and PVC screen. The well is reported to be 120 feet deep. The screen setting is not known but is presumed to be somewhere between 90 and 120 ft bg. The size of the screen slot openings is not known.

The well is equipped with a submersible pump connected to a 3 or 4-inch diameter steel riser pipe. The pump intake is at approximately 80 ft bg, which was confirmed by downhole video inspection. Labels affixed to the pump control box indicate the well pump has a 6-inch diameter, 20 hp, 3 phase, 60 Hz submersible motor manufactured by Franklin Electric, and rated for 80 gpm at 70 psi. At the wellhead, the riser pipe is connected to a 3-inch diameter water main pipe for the irrigation system, with flow control valve (FCV) and pressure gage. The configuration and performance specifications for the submersible pump are not known.

Pumping Test

The pumping test for the existing irrigation well was conducted on April 1, 2026. Prior to testing, the existing FCV was closed, and temporary discharge consisting of 4.0 feet of 2.0-inch diameter steel pipe, an inline totalizing flow meter and 50 feet of 1.5-inch diameter plastic hose was connected to the existing 2-inch diameter bypass valve. The small inside diameter of the measuring tube at the wellhead only allowed for making manual water-level measurements with an electric tape.

The static pre-test depth to water was 47.36 ft btmp, or approximately 45.47 ft bg (see attached hydrograph and data spreadsheet). At 12:30 the well pump was turned on with the FCV at the end of the bypass pipe in the fully open position and the pumping rate was 79 gpm measured at the meter. The meter rate could not be confirmed using a time-volumetric bucket test due to the high velocity of the discharge water. The relatively small diameter of the discharge piping may also have restricted the pump capacity. By 13:13 the water level lowered to 54.61 ft btmp and was stable: equal to a drawdown of 7.25 feet and a specific capacity (SC), which is the relationship of well yield to drawdown, of 10.9 gpm/ft (gpm per foot of drawdown).

From 13:15 to 13:30 the well yield was reduced to 26 gpm by closing the FCV. At 13:30 the well pump was turned off. By 13:32 the water level recovered to the pre-test static position. The fast recovery suggests the aquifer can replenish water quickly due to a relatively large transmissivity.

At 13:50 the well pump was turned on and operated continuously at a constant 28 gpm for 30 minutes. By 14:20 the water level lowered to 49.84 ft btmp and was stable: equal to a drawdown of 2.48 ft and a SC of 11.29 gpm/ft. *Note the SC at 28 gpm was higher than 79 gpm, which may indicate a decrease in well efficiency at higher rates. Under laminar/efficient flow conditions drawdown is directly proportional to the pumping rate and the SC is constant. A decrease in SC reflects turbulent/inefficient flow conditions.*

At 14:21 the yield was increased to approximately 64 gpm by opening the FCV. The pump operated continuously at a constant rate of 64 gpm for 30 minutes. By 14:50 the water level lowered to 53.36 ft btmp but was not stable: equal to a drawdown of 6.00 feet and a SC of 10.67 gpm/ft.

At 14:51 the well yield was increased to 76 gpm by opening the FCV to the fully open position. This was the maximum achievable pumping rate as configured for the pumping test. The pump was operated continuously at a constant rate of 76 gpm for 30 minutes. By 15:20 the water level lowered to 54.62 feet but was not stable; equal to a drawdown of 7.26 feet and a SC of 10.47 gpm/ft.

From 15:20 to 16:49 the pump continued to be operated at a constant rate of 76 gpm. At 16:49 the water level lowered to 54.64 ft btmp and was stable: equal to a drawdown of 7.28 feet and a SC of 10.44 gpm/ft. At 16:50 the well pump was turned off and by 16:52 the water level recovered to the pre-test static position.

Maximum Theoretical Pumping Rate

The maximum theoretical pumping rate is calculated as the maximum available drawdown times the SC.

The maximum available drawdown for the irrigation well is the distance between the static water level (45 ft bg) and the pump intake (80 ft bg), or approximately 35 feet.

The SC at the maximum theoretical pumping rate is not known but was estimated from the test data. The SC decreased with increasing pumping rate, from 11.87 gpm/ft at 26 gpm to 10.44 gpm/ft at 76 gpm, decreasing by 4.90% to 12.07% with each successive pumping rate (**Table 1**). Under laminar/efficient flow conditions drawdown is directly proportional to the pumping rate and the SC should remain relatively constant. A decrease in SC reflects turbulent/inefficient flow conditions that may result from well design and/or construction.

Table 1: Summary of Pumping Test Data and Theoretical Calculated Data at Increasing Pumping Rates

Pumping Rate (gpm)	Drawdown (feet)	Specific Capacity (gpm/ft)	Decrease Specific Capacity (%)
26	2.19	11.87	
28	2.48	11.29	4.90%
64	6.00	10.67	10.15%
76	7.28	10.44	12.07%
100	10.01	9.99	15.87%
150	16.58	9.05	23.81%
200	24.68	8.10	31.75%
225	29.48	7.63	35.71%
240	32.66	7.35	38.10%
250	34.91	7.16	39.68%
300	48.24	6.22	47.62%
350	66.33	5.28	55.56%
400	92.29	4.33	63.49%

Red numbers represent theoretical calculated data

The relationship between pumping rate and % decrease in SC for the test data was used to calculate the theoretical % decrease in SC, SC and drawdown at increasing pumping rates above the tested rates (red numbers in **Table 1**).

Table 1 shows that for the maximum available drawdown of 35 feet, the theoretical maximum pumping rate is approximately 250 gpm.

Optimal/Efficient Pumping Rate

The optimal pumping rate is selected to minimize turbulent flow caused by friction losses in the aquifer and within the well zone. Turbulent flow increases water entrance velocities in the well zone, limiting

dilution and accelerating dispersion and oxidation of pollutants such as nitrates, metals or organic compounds from the aquifer, which can lead to clogging of the well screen over time.

Using the theoretical calculated data in **Table 1**, the selected optimal/efficient well yield is estimated to be approximately 100 gpm, with a decrease in SC attributed to turbulent flow of less than 20%.

Aquifer Transmissivity

Transmissivity for the unconfined aquifer was estimated using the following empirical equation (Driscoll, 1987):

$$\frac{Q}{s} = \frac{T}{1,500}$$

where

Q = yield of the well, in gpm

s = drawdown in the well, in feet

T = transmissivity of the well in gpd/ft

Note: Q/s is specific capacity (SC), in gpm/ft

Using the initial SC at 26 gpm of 11.87, the aquifer transmissivity is estimated to be approximately 17,800 gpm/ft.

Estimated Drawdown and Radius of Influence

The estimated transmissivity and Theis nonequilibrium equation, presented below, was used to estimate drawdown at various distances from the irrigation well for different operational pumping rates (Driscoll, 1987):

$$s = \frac{114.6 Q W(u)}{T}$$

where

W(u) = well function of u

In the W(u) function, u is equal to:

$$u = \frac{1.87 r * r S}{T t}$$

where

r = distance, in feet, from the center of the pumped well

S = coefficient of aquifer storage, dimensionless

t = time since pumping started, in days

Table 2, below, presents a summary of the estimated drawdown at the end of an 8-hour, constant-rate irrigation cycle for well operation at the existing capacity and theoretical optimal and maximum rates:

Table 2: Summary of Estimated Drawdown after 8-hour Irrigation Cycle

Pumping Rate		Estimated Drawdown at Radial Distance (feet)		
Operation	(gpm)	50	100	250
Existing Capacity	76	0.65	0.18	0.04
Theoretical Optimal	100	0.86	0.24	0.06
Theoretical Maximum	250	2.15	0.60	0.14

The modified Theis nonequilibrium equation presented below was used to estimate the radius of influence, defined as the zero-drawdown distance from the pumping well (Driscoll, 1987):

$$S = \frac{0.3 T t_o}{r * r}$$

where

t_o = intercept of the straight-line projection of the time-drawdown at zero drawdown, in days

The equation is modified to solve for the radius of influence (ROI) from the pumping well where drawdown after 1 day (t_o) of pumping is equal to zero, as follows:

$$r = \sqrt{\frac{0.3 T t_o}{S}}$$

The ROI is estimated to be 163 feet.

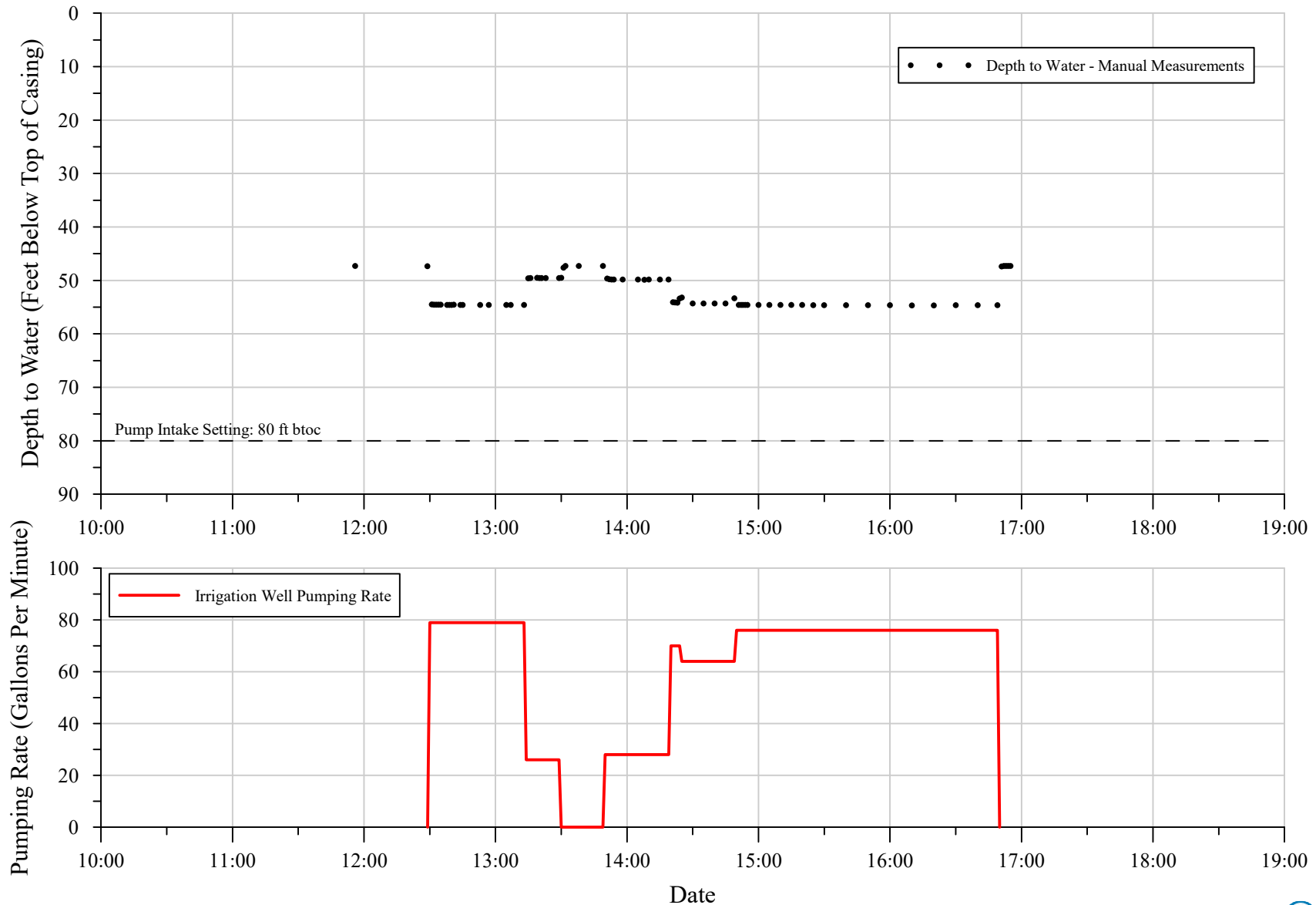
With consideration to the estimated drawdown and ROI, the recommended minimum separation distance between wells to avoid adverse impacts from hydraulic interconnection is approximately 50 feet but preferably 100 feet to provide a conservative factor of safety. This presumes the wells are constructed at similar depths and screened intervals, pumping rates are 100 gpm or less, the irrigation cycles are equal to or less than 8 hours of continuous operation, and no more than one well is located at the minimum separation distance from any other well.

Hydrograph

TOWN OF NANTUCKET
NOBADEER FIELD

IRRIGATION WELL

Hydrograph of Water-Level Measurements Made in Irrigation Well
During Pumping Test Conducted on April 1, 2026



Data Spreadsheet
(attached separately)

APPENDIX E
INFILTRATION TESTING MEMORANDUM

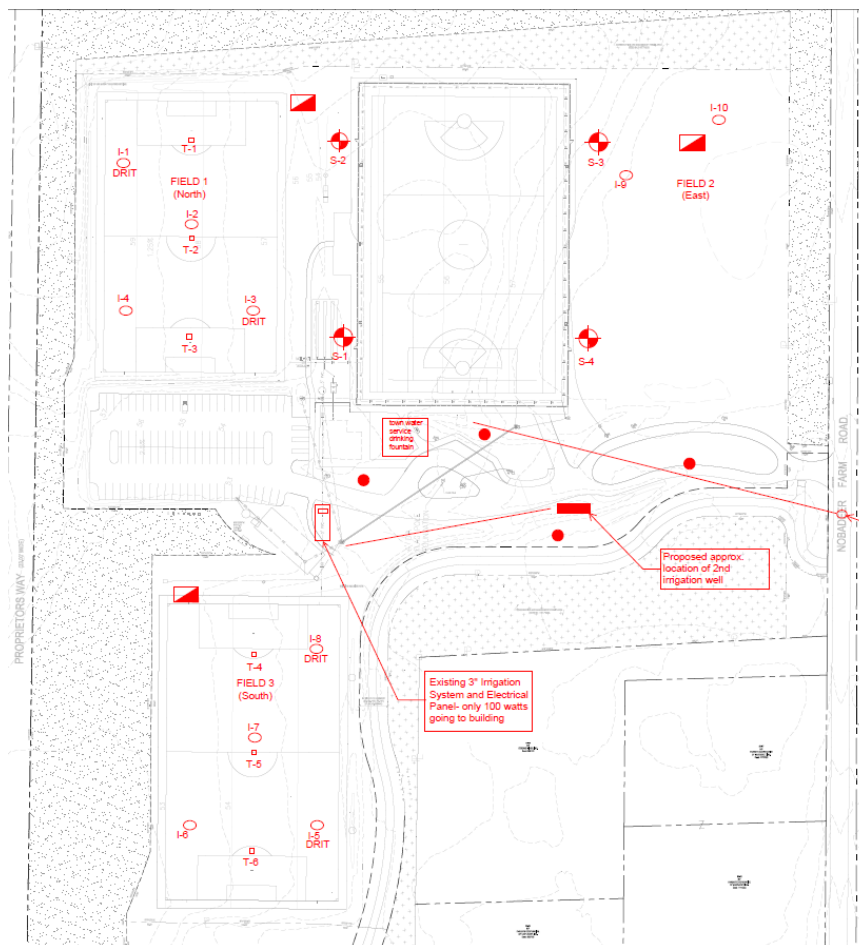
MEMORANDUM

TO: Jessica Leete
FROM: Evan Andrikos
DATE: 03-27-2025
SUBJECT: Nantucket, Nobadeer Fields Infiltration Testing

Test Date: 03-27-2025, 7am-4pm

Testing Instrument: 4" PVC drop testing, with Turf-Tec Infiltrometer

Map of testing locations:



Multi-Use Field 1:

Test #1:

1A Percolation Test: **Free Draining**
(30" Deep: Sand)

1B Percolation Test: **14"/15 minutes; 56"/hour**
(10" Deep: Topsoil/Sand)

1C Percolation Test: **5"/15 minutes; 20"/hour**
(4" Deep: Topsoil)

Infiltrometer: **2"/15 min; 8"/ hour**

Test #2:

2A Percolation Test: **11.5"/15 minutes; 46"/hour**
(30" Deep: Sand)

2B Percolation Test: **9"/15 minutes; 36"/hour**
(10" Deep: Topsoil/Sand)

2C Percolation Test: **5.5"/15 minutes; 22"/hour**
(4" Deep: Topsoil)

Test #3: Groundwater detected at 28" depth

3A Percolation Test: **Free Draining**
(30" Deep: Sand)

3B Percolation Test: **14"/15 minutes; 56"/hour**
(10" Deep: Topsoil/Sand)

3C Percolation Test: **5"/15 minutes; 20"/hour**
(4" Deep: Topsoil)

Infiltrometer: **3/16"/15 min; .75"/ hour**

Test #4:

4A Percolation Test: **4.5"/15 minutes; 18"/hour**
(32" Deep: Sand)

4B Percolation Test: **2.5"/15 minutes; 10"/hour**
(12" Deep: Topsoil/Sand)

4C Percolation Test: **3"/15 minutes; 12"/hour**
(4" Deep: Topsoil)

Infiltrometer: **2"/15 min; 8"/ hour**

Multi-Use Field 2:

Test #5:

5A Percolation Test: Free Draining
(32" Deep: Sand)

5B Percolation Test: Free Draining
(15" Deep: Topsoil/Sand)

5C Percolation Test: 6"/15 minutes; 24"/hour
(4" Deep: Topsoil)

Infiltrometer: 2.5"/15 min; 10"/ hour

Test #6:

6A Percolation Test: Free Draining
(32" Deep: Sand)

6B Percolation Test: 8"/15 minutes; 32"/hour
(11" Deep: Topsoil/Sand)

6C Percolation Test: 5"/15 minutes; 20"/hour
(4" Deep: Topsoil)

Test #7:

7A Percolation Test: Free Draining
(28" Deep: Sand)

7B Percolation Test: 9"/15 minutes; 36"/hour
(9" Deep: Topsoil/Sand)

7C Percolation Test: 7"/15 minutes; 28"/hour
(4" Deep: Topsoil)

Test #8:

8A Percolation Test: 6"/15 minutes; 24"/hour
(29" Deep: Sand)

8B Percolation Test: 7"/15 minutes; 28"/hour
(10" Deep: Topsoil/Sand)

8C Percolation Test: 2"/15 minutes; 8"/hour
(4" Deep: Topsoil)

Infiltrometer: 1"/15 min; 4"/ hour

Multi-Use Field 3 (Wooded Area):

Test #9:

9A Percolation Test: **Free Draining**
(35" Deep: Sand)

9B Percolation Test: **Free Draining**
(12" Deep: Topsoil/Sand)

9C Percolation Test: **Abandoned**

Test #10:

10A Percolation Test: **8"/15 minutes; 32"/hour**
(36" Deep: Sand)

10B Percolation Test: **5.5"/15 minutes; 22"/hour**
(13" Deep: Topsoil/Sand)

10C Percolation Test: **Abandoned**
(Topsoil)

Site photos available on network:

<P:\MA\Nantucket MA\Nobadeer Fields\04-ReportsStudies\03-Analysis Field Turf Soils\2025 03 27 - Infiltration Testing>