

Invitation to Bid
Adair County Fairgrounds Open Air Arena for the Adair County Fair Board

Bid # 2425-12

Date Published: April 17 & 24, 2025

Bidding Period Closing Date and Hour: May 5, 2025 @ 8:35 AM

Requesting Authority: Adair County Board of County Commissioners

Bid submissions are to be addressed to:

Daniella Walker
Purchasing Agent, Adair County
PO Box 169
Stilwell, OK 74960

Delivered to:

Daniella Walker
Purchasing Agent, Adair County
220 W. Division
Stilwell, OK 74960

Please review the attached Terms and Conditions pertaining to the submission of this bid.

Please pay particular attention to item 1 of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered.

Included in this packet is a Non-Collusion Affidavit which must be signed and submitted as part of the bid.

This packet contains:

1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit of Non-Collusion
4. Affidavit for filing with Competitive Bid
5. Specifications

TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID
NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Be sure the envelope is completely and properly identified and sealed, **showing the bid name and number in the lower left-hand corner.** DO NOT MAIL BACK UNUSED FORMS.
2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Adair County.
4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.
5. The enclosed Non-Collusion Agreement MUST be returned with the bid.
6. Adair County reserves the right to reject any and all bids and to waive any technicalities in the bidding.
7. Direct purchase of certain items of equipment or material by Adair County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.
8. Bid must show number of days required for delivery under normal conditions. Contractor must keep the county advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date, or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.
9. Bidder agrees to defend and save Adair County from and against all demands, claims, costs expense, damage and judgments based upon infringement of any patent to goods specified in this order or the ordinary use or operation of such goods by the use or operation of such good in accordance with the bidders' direction.
10. Successful bidder will be required to furnish their own Workman's Compensation Insurance and General Liability as specified in the bid packet.

AFFIDAVIT OF NON-COLLUSION

I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

(Typed/Printed)

Name: _____ Title: _____

Signature: _____

Firm: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Subscribed and sworn before me this _____ day of _____, 202____.

Signature: Notary Public

My Commission expires _____

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)

) SS

COUNTY OF ADAIR

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder:

Signature

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public (or Clerk or Judge)

My commission expires: _____

Note: Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okl.St.Ann. § 138

Adair County Fairgrounds Open Air Arena

Project Manual
Construction Documents
March 21, 2025

Owner:

Adair County Fairgrounds
471368 E. 816 Rd
Stilwell, OK 74960



Architect:

Blue River Architects, LLC
320 South Boston Avenue, Suite 103
Tulsa, OK 74103
Phone: 918.877.9036



AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Adair County Open Air Barn
471368 E 816 RD
Stilwell, OK 74960

THE OWNER:
(Name, legal status, address, and other information)

Adair County
PO Box 1083
Stilwell, OK 74960

THE ARCHITECT:
(Name, legal status, address, and other information)

Blue River Architects, LLC
320 South Boston, Suite 103
Tulsa, OK 74103
918.877.9036

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ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Refer to Advertisement for Bids

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or

damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Submit via email to therzer@blueriverarchitects.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least seven days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Will be posted on the website indicated in the Advertisement for Bids

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

Refer to the Advertisement for Bids

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety

shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 45 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Refer to Advertisement for Bids.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to

accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 MAINTENANCE, PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Maintenance, Payment, and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .5 Drawings

Drawings Dated March 21, 2025

- .6 Specifications

Specifications dated March 21, 2025

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**SECTION 003100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions, interpretations, or recommendations. This Document and all attachments are not part of the Contract Documents.
- B. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
- C. Site Survey: Entitled Topographic Survey, dated 11/25/2024.
 - 1. Prepared by: Wallace Design Collective
- D. Geotechnical Report: Entitled Report of Subsurface Exploration and Geotechnical Evaluation Adair County Fairgrounds Barn Stilwell, Oklahoma, dated July 29, 2024.
 - 1. Prepared by: Building & Earth Sciences, Inc.
 - a. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - b. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in Contract Documents.
 - c. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.
 - d. Contractor is expected to examine the site and all geotechnical data and investigation reports and then decide for himself the character of the materials to be encountered. Contractor shall employ a consultant qualified to interpret the geotechnical data and investigation reports if the Contractor does not feel qualified to interpret any part of the geotechnical data and investigation reports.
 - e. The Owner, Tenant, Architect, and Architect's Consultants disclaim any responsibility for the accuracy, true location and extent of the geotechnical data and investigation reports that have been prepared by others. They further disclaim responsibility for interpretations and recommendations related to that data by Bidders, such as, but not limited to, predicting soils bearing values or the depth to soils bearing materials, rock profiles or hardness, soils stability and the presence, level and extent of underground water.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Contractor to obtain the following required permits, at no cost to Owner:
 - 1. Building Permit for all trades.
- B. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - a. Submit application within five days of the Notice to Proceed.
 - 2. Pay required fees.
 - 3. Provide expediting services, either directly or by hiring a firm specializing in these kind of services.
 - 4. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified

documents expeditiously.

5. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION



Report of Subsurface Exploration and
Geotechnical Evaluation
Adair County Fairgrounds Barn
Stilwell, Oklahoma
BUILDING & EARTH SCIENCES, INC.
PROJECT NO.: TU240204

PREPARED FOR:
Blue River Architects

November 27, 2024





1403 South 70th East Avenue
Tulsa, Oklahoma, 74112
Ph: (918) 439-9005

November 27, 2024

Blue River Architects
320 South Boston Avenue #103
Tulsa, Oklahoma 74103

Attention: Mr. Chris Seat

Subject: Subsurface Exploration and Geotechnical Evaluation
Adair County Fairgrounds Barn
Stilwell, Oklahoma
Building & Earth Sciences, Inc. Project No: TU240204

Dear Mr. Seat:

Building & Earth Sciences, Inc. has completed the authorized subsurface exploration and geotechnical engineering evaluation for the Adair County Fairgrounds Barn located at 471368 East 816 Road in Stilwell, Oklahoma.

The purpose of this exploration and evaluation was to determine general subsurface conditions at the site and to address applicable geotechnical aspects of the proposed construction and site development. The recommendations in this report are based on a physical reconnaissance of the site and observation and classification of samples obtained from 4 soil test borings conducted at the site. Confirmation of the anticipated subsurface conditions during construction is an essential part of geotechnical services.

We appreciate the opportunity to provide consultation services for the proposed project. If you have any questions regarding the information in this report or need any additional information, please call us.

Respectfully Submitted,
Building & Earth Sciences, Inc.
Certificate of Authorization, #3975, Expires 6/30/2026

Quinton Mann, E.I.
Staff Professional

Joey Jones, P.E.
Senior Reviewer
35026



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Important Information about this Geotechnical-Engineering Report

1.0 PROJECT AND SITE DESCRIPTION

The subject site is located at 471368 East 816 Road, Stilwell, Oklahoma. Information relative to the proposed site and the proposed development is listed in [Table 1](#) below. Photographs depicting the current site condition are presented on the following page.

Table 1: Project and Site Description

Detail	Description
General Site	
Size (Ac.)	±0.45
Existing Development	Existing Adair County Fairgrounds. Building area is currently a gravel parking lot.
Vegetation	The planned building area was mostly covered with aggregate base and some grass and topsoil.
Slopes	Site was relatively flat with a grade difference of approximately 1-2 feet measured across the boring locations.
Retaining Walls	No
Drainage	Natural surface drainage, appeared to be fairly well drained
Cuts & Fills	Anticipated fill heights of up to 1 foot
Proposed Buildings	
No. of Bldgs	One (1)
Square Ft.	20,000 sq ft
Stories	Single
Construction	Pre-engineered metal building (PEMB)
Column Loads	Less than 75 kips (assumed)
Wall Loads	2 kips per linear foot (klf) (assumed)
Preferred Foundation	Conventional Shallow Foundation
Preferred Slab	Slab-on-Grade

Reference: Construction Plans, prepared by Blue River Architects, dated 11/22/2024

Notes:

- 1. If actual loading conditions exceed our anticipated loads, Building & Earth Sciences, Inc. should be allowed to review the proposed structural design and its effects on our recommendations for foundation design.***
- 2. If the grading plan is modified, Building & Earth Sciences, Inc. should be allowed to review the plan and its effects on our recommendations.***

Site Photos



Figure 1: Boring B-03 looking east



Figure 2: Boring B-04 looking north



Figure 3: Near boring B-02 looking southwest

2.0 SCOPE OF SERVICES

The authorized subsurface exploration was performed on November 7, 2024 in conformance with our proposal TU26322, dated October 28, 2024. Notice to proceed was provided by signing and returning our proposal on October 28, 2024.

Occasionally some modification of the scope outlined in our proposal is required to provide for proper evaluation of the encountered subsurface conditions. After our subsurface exploration and prior to preparing this report, construction plans prepared by Blue River Architects were provided with the building shifted north and west from the original locations. Two (2) of the borings are now located south, outside the footprint of the planned building. Close observation by a designated representative of the geotechnical engineer will be required during construction to determine that the soil conditions within unexplored areas of the site are similar to those as anticipated based on the subsurface conditions encountered in the borings.

The purpose of the geotechnical exploration was to determine general subsurface conditions at specific boring locations and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The subsurface

exploration for this project consisted of four (4) soil test borings. The site was drilled using a Diedrich D-50 equipped with an automatic hammer for performing Standard Penetration Tests (SPT) to help evaluate the relative soil strength. Refer to the [Geotechnical Investigation Methodologies Appendix](#) for a description of the drilling and sampling procedures.

The soil boring locations were determined in the field by a representative of our staff using a handheld GPS device. As such, the boring locations shown on the Boring Location Plan attached to this report should be considered approximate.

The results of the laboratory analysis are presented on the enclosed Boring Logs and in tabular form in the Appendix of this report. Descriptions of the laboratory tests that were performed are also included in the Laboratory Test Procedures Appendix.

The soil samples recovered during our site investigation were visually classified and specific samples were selected by the project engineer for laboratory analysis. The laboratory analysis consisted of:

Table 2: Scope of Laboratory Tests

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	17
Atterberg Limits	D4318	4
Material Finer Than No. 200 Sieve by Washing	D1140	1

The information gathered from the exploration was evaluated to determine a suitable foundation type for the proposed structure. The information was also evaluated to help determine if any special subgrade preparation procedures will be required during the earthwork phase of the project.

The results of the work are presented within this report that addresses:

- General site geology
- Summary of existing surface conditions
- A description of the subsurface conditions encountered at boring locations
- A description of the groundwater conditions observed in the boreholes during drilling. Long-term monitoring was not included in our scope of work.
- Presentation of laboratory test results

- Site preparation considerations including material types to be expected at the site, treatment of any encountered unsuitable soils, excavation considerations, and surface drainage
- Recommendations to be used for shallow foundation design, including appropriate bearing materials, bearing pressures, and depths
- Presentation of expected total and differential settlements
- Recommendations to be used for design of slabs-on-grade, including a modulus of subgrade reaction
- Seismic Site Classification per IBC 2018 based on SPT test boring information
- Compaction requirements and recommended criteria to establish suitable material for structural backfill

3.0 GEOTECHNICAL SITE CHARACTERIZATION

The following discussion is intended to create a general understanding of the site from a geotechnical engineering perspective. It is not intended to be a discussion of every potential geotechnical issue that may arise, nor to provide every possible interpretation of the conditions identified. The following conditions and subsequent recommendations assume that significant changes in subsurface conditions do not occur between boreholes. However, anomalous conditions can occur due to variations in existing fill or the geologic conditions at the site, and it will be necessary to evaluate the assumed conditions during site grading and foundation installation.

3.1 GENERAL SITE GEOLOGY

According to the Oklahoma State Geologic Map published by the United States Geological Survey (USGS), the subject site is underlain by Early Mississippian age, Keokuk Formation. The Keokuk formation is noted to consist of chert and limestone.

The conditions encountered at the project site correlate with residuum associated with the Keokuk Formation.

3.2 EXISTING SURFACE CONDITIONS

At the time of our subsurface exploration, the project site was covered mostly with crushed aggregate base and some grass and topsoil. The aggregate base was approximately 2 inches in thickness. Boring B-01 was covered with approximately 2 inches of topsoil. The topsoil and aggregate conditions reported apply only to the

specific boring locations. It should be noted that topsoil and aggregate thicknesses likely vary in unexplored areas of the project site. For this report, topsoil is defined as the soil horizon which contains the root mat of the noted vegetation.

3.3 SUBSURFACE CONDITIONS

A generalized stratification summary has been prepared using data from the soil test borings and is presented in the table below. The stratification depicts the general soil conditions and strata types encountered during our field investigation.

Table 3: Stratification Summary

Stratum No.	Description	Consistency/Relative Density
1	Fill Materials: Lean Clay (CL)	Stiff to very stiff
2	Residuum: Lean Clay (CL) and Fat Clay (CH)	Stiff to very stiff
3	Residuum: Clayey Gravel (GC), Chert	Dense to very dense

Subsurface soil profiles which show the thickness of the stratum referenced above have also been prepared based on the data obtained at the specific boring locations. The subsurface soil profiles are presented in the Subsurface Soil Profiles Appendix. For specific details on the information obtained from individual soil borings, please refer to the Boring Logs included in the Boring Logs Appendix. The elevations of the borings indicated in this report were estimated based on contour lines on the provided grading plan and as such should be considered approximate.

3.3.1 FILL MATERIALS

Existing fill materials were encountered in borings B-02 through B-04 below the aggregate base and extended to a depth of approximately 2 to 2.5 feet below the ground surface. The fill materials consisted of lean clays with some chert fragments and gravel. The Standard Penetration Test (SPT) N-values in this layer indicated stiff to very stiff consistencies.

The fill soils had moisture contents ranging from about 11 to 23 percent at the time of sampling. An Atterberg Limits test performed on a select sample of the fill indicated medium plasticity characteristics with a LL value of 43, and a PI value of 27.

3.3.2 CLAYEY RESIDUUM

Residual lean clay and fat clay soils were encountered below the topsoil layer in boring B-01 and below fill materials in borings B-02 and B-04. The clayey residuum was various shades and combinations of red, yellow, gray, and brown in color. The Standard Penetration Test (SPT) N-values in this stratum indicated stiff to very stiff consistencies.

The clayey residuum was in a moist to wet condition and the moisture contents generally increased with increasing depth. The natural moisture content of the soil samples tested ranged from about 20 to 38 percent. Atterberg Limits tests performed on residual clay samples indicated medium to high plasticity characteristics with LL values of 35 to 68, and PI values of 21 to 51. The fraction of fines (silt and clay) was about 91 percent.

3.3.3 GRAVELLY RESIDUUM

Clayey gravels (GC) were encountered in borings B-01 through B-03 from depths of about 2.5 to 12 feet below current grades. These soils were generally red, yellow, gray, and brown in color. The Standard Penetration Test (SPT) N-values in this stratum indicated dense to very dense relative densities.

Moisture contents of the clayey gravels ranged from about 14% to 49%. Moisture contents generally increased with depth below the surface and with increased clay content present in the samples.

3.3.4 AUGER REFUSAL

Auger refusal is the drilling depth at which the borehole can no longer be advanced using soil drilling procedures. Auger refusal can occur on boulders, buried debris or bedrock. Coring is required to identify the material below auger refusal. Auger refusal was encountered in all borings at the depths below.

Table 4: Auger Refusal 2

Boring No.	Depth (ft)	Elevation (ft)
B-01	12	1106
B-02	12	1106
B-03	9.5	1109
B-04	12	1106.5

3.3.5 GROUNDWATER

Groundwater was encountered in borings B-03 and B-04 during drilling at depths of 8.5 and 12 feet, respectively. All borings were dry at the completion of drilling and prior to backfilling.

Water levels reported are accurate only for the time and date that the borings were drilled. Long term monitoring of the boreholes was not included as part of our subsurface exploration. The borings were backfilled the same day they were drilled.

3.4 SEISMIC SITE CLASSIFICATION

Basis of Evaluation	Recommended Site Classification
2018 International Building Code (IBC) and ASCE 7, Chapter 20	D
This recommended seismic site classification is based on the 2018 Edition of the International Building Code, the subsurface conditions encountered in the borings, and our knowledge of the geologic conditions of the site. Our subsurface exploration extended to a maximum depth of about 12.1 feet; hence the seismic site classification should be re-evaluated in the event subsurface information is made available to a depth of 100 feet.	

4.0 SITE DEVELOPMENT CONSIDERATIONS

A grading plan prepared by Blue River Architects was available at the time of this report. Based on the provided grading plan, we anticipate fill heights of up to 1 foot will be required to reach finished grades. ***If the grading plan is revised, Building & Earth Sciences, Inc. should be allowed to review the plan and its effects on our recommendations.***

Based on our evaluation of the subsurface soil information, and the anticipated foundation loads, it appears that construction with a Conventional Shallow Foundation system is feasible. The site development recommendations outlined below are intended for development of the site to support construction with a Conventional Shallow Foundation system. ***If a different type of foundation system is preferred, Building & Earth Sciences, Inc. should be allowed to review the site development recommendations to verify that they are appropriate for the preferred foundation system.***

The primary geotechnical concerns for this project are:

- Onsite fill materials and clay soils are moisture sensitive, prone to losing strength and stability with slight increases in moisture content.

- Portions of onsite clay residuum exhibited medium to high plasticity characteristics with a moderate to high shrink-swell potential.

Recommendations addressing the site conditions are presented in the following sections.

4.1 INITIAL SITE PREPARATION

All trees, vegetation, roots, aggregate base, topsoil, and deleterious materials should be removed from the proposed construction areas. The project site was covered mostly with crushed aggregate base and some grass and topsoil. The aggregate base was approximately 2 inches in thickness. Boring B-01 was covered with approximately 2 inches of topsoil. The topsoil and aggregate conditions reported apply only to the specific boring locations. It should be noted that topsoil and aggregate thicknesses likely vary at unexplored locations of the project site.

A geotechnical engineer should observe stripping and grubbing operations to evaluate that all unsuitable materials are removed from locations for proposed construction.

Materials disturbed during clearing operations should be stabilized in place or, if necessary, undercut to undisturbed materials and backfilled with properly compacted, approved structural fill.

During site preparation activities, the contractor should identify borrow source materials that will be used as structural fill and provide samples to the testing laboratory so that conformance to the Structural Fill requirements outlined below and appropriate moisture-density relationship curves can be determined.

4.2 MOISTURE SENSITIVE SOILS

Moisture sensitive Lean Clays (CL) were encountered across most of the site during the subsurface exploration. These soils will degrade if allowed to become saturated. Therefore, not allowing water to pond by maintaining positive drainage and temporary dewatering methods (if required) is important to help avoid degradation and softening of the soils.

The contractor should anticipate some difficulty during the earthwork phase of this project if moisture levels are moderate to high during construction. Increased moisture levels will soften the subgrade and the soils may become unstable under the influence of construction traffic. Accordingly, construction during wet weather

conditions should be avoided, as this could result in soft and unstable soil conditions that would require ground modification, such as in place stabilization or undercutting.

4.3 BUILDING PAD PREPARATION

Following initial site preparation, existing fill materials and clayey residuum are anticipated to be exposed across the planned building area.

Materials with plasticity index values greater than 25 are considered highly plastic and tend to undergo volume changes when subjected to moisture variations. The following building pad preparation recommendations should be followed in consideration of the presence of higher plasticity clay soils.

The potential vertical rise (PVR) of the clay soils encountered in the borings was evaluated using the Texas Department of Transportation's test method TEX-124-E, Potential Vertical Rise (PVR). This method estimates the PVR of the soils based on the plasticity characteristics, soil moisture levels at the time of the subsurface exploration, thickness of the clay soil strata, and surcharge loads.

For this project site, an active zone to 8 feet was used in the calculations. Moisture contents from selected samples indicated the in-situ soils had a dry to average moisture condition as defined by the PVR method. The TxDOT method estimates a PVR on the order of 1¾ to 2 inches for the soil moisture contents encountered at the time of drilling. A generally accepted practice is an allowance for a maximum vertical movement of 1-inch for conventionally reinforced, grade supported slabs.

To reduce the PVR to less than 1 inch and improve the bearing conditions, we recommend the proposed building area be undercut to a level that will allow placement of at least 2 feet of low plasticity structural fill below grade supported slabs.

Structural fill should extend at least 5 feet outside the perimeter of the proposed structure and its appurtenances. In areas where structural fill in excess of the above recommended sections is required to achieve design grades, undercutting of onsite soils will not be required provided the exposed subgrade is in a firm and stable condition.

Prior to fill placement, the exposed subgrade should be thoroughly evaluated and prepared in accordance with the following *Subgrade Preparation and Evaluation* section of this report for the above estimated PVR value to remain valid.

4.4 SUBGRADE PREPARATION AND EVALUATION

Following above recommended minimum undercutting within the building area and prior to fill placement, the exposed subgrade should be scarified, moisture conditioned, and recompact to a minimum depth of 12 inches. The subgrade soils should be moisture conditioned within a range of 0 to 3 percent above the material's optimum moisture content, and the subgrade soils recompact to at least 95 percent of the material's standard Proctor maximum dry density (ASTM D698).

Weather conditions at the time of construction will affect subgrade stability and undercutting depths and quantities. We recommend that the project geotechnical engineer or a qualified representative evaluate the subgrade after the site is prepared. Some unstable areas may be present in unexplored areas of the site. All areas that will require fill or that will support structures should be carefully proofrolled with a heavy (20 to 25 ton), tandem-axle dump truck, at the following times.

- After an area has been stripped and undercut if required, prior to the placement of any fill
- After grading an area to the finished subgrade elevation in a building or pavement area
- After areas have been exposed to any precipitation, and/or have been exposed for more than 48 hours

Some instability may exist during construction, depending on climatic and other factors immediately preceding and during construction. If any soft or otherwise unsuitable soils are identified during the proofrolling process, they should be undercut or stabilized prior to fill placement, pavement construction, or floor slab construction. All unsuitable material identified during construction should be removed and replaced in accordance with the *Structural Fill* section of this report.

4.5 STRUCTURAL FILL

Requirements for structural fill on this project are as follows:

Table 6: Structural Fill Requirements

Soil Type	USCS Classification	Property Requirements	Placement Location
Imported Clayey Gravel, Silty Clayey Gravel, Silty Gravel, Sandy Clay, and Clayey Sand	GC, GC-GM, GM, CL, SC	LL<40, PI<20, P200>15%, max 3" particle size in any dimension.	Low Plasticity Structural Fill to be used for construction of building pad and pavement subgrade (see note 4)
Onsite Clayey Chert Gravel, Lean Clays	GC, CL	Not Applicable	Not Suitable for placement as low plasticity structural fill due to higher plasticity characteristics

Notes:

1. All structural fill should be free of vegetation, topsoil, and any other deleterious materials. The organic content of materials to be used for fill should be less than 3 percent unless approved by the geotechnical engineer.
2. LL indicates the soil Liquid Limit; PI indicates the soil Plasticity Index; yd indicates the maximum dry density as defined by the density standard outlined in the table below.
3. Laboratory testing of the soils proposed for fill must be performed in order to verify their conformance with the above recommendations.
4. Any fill to be placed at the site should be reviewed by the geotechnical engineer.

Placement requirements for structural fill are as follows:

Table 7: Structural Fill Placement Requirements

Specification	Requirement
Lift Thickness	Maximum loose lift thickness of 8 to 12 inches, depending on type of compaction equipment used.
Density	At least 95% of the standard Proctor (ASTM D698) maximum dry density
Moisture	±2% of the optimum moisture content as determined by ASTM D698
Density Testing Frequency	Building and foundation areas: One test per 2,500 square feet (SF) per lift with a minimum of three tests performed per lift Utility trenches: One test per 150 linear feet per lift with a minimum of three tests performed per lift The testing frequency can be increased or decreased by the Geotechnical Engineer of Record in the field based on uniformity of material being placed and compactive effort used.

4.6 EXCAVATION CONSIDERATIONS

All excavations performed at the site should follow OSHA guidelines for temporary excavations. Excavated soils should be stockpiled according to OSHA regulations to limit the potential cave-in of soils.

4.6.1 DIFFICULT EXCAVATION

We anticipate the clayey and gravelly residuum can be excavated using a large track hoe in good working condition equipped with rock teeth. It should be noted that cobble sized chert was observed in the gravelly residuum stratum that resulted in SPT refusal. Auger refusal was encountered in borings B-01 through B-04 on apparent chert layers at depths of about 9.5 to 12 feet below current grades.

In areas where very dense cobble to boulder sized broken chert are encountered, the use of a hydraulic hoe ram attachment may be required in confined excavations.

The ability to excavate rock is a function of the material, the equipment used, the skill of the operator, the desired rate of removal and other factors. The contractor should review the boring logs and should use his own method to evaluate excavation difficulty.

The depth that weathered rock and rock can be excavated is a function of the material, the equipment used, the skill of the operator, the desired rate of removal and other factors. Large earthmoving equipment can typically rip weathered rock that can be excavated with a track hoe, however, the contractor should review the site conditions and determine the excavation techniques needed. If more detailed information is desired as to the rippability of the weathered rock, Building & Earth Sciences, Inc. can provide a proposal to perform a Seismic Refraction Study to determine Seismic Wave Velocities in the rock.

4.6.2 GROUNDWATER

Groundwater was encountered in borings B-03 and B-04 during drilling at depths of 8.5 and 12 feet, respectively. All borings were dry at the completion of drilling and prior to backfilling. While not anticipated, groundwater could be encountered during construction, particularly during undercutting operations.

It should be noted that fluctuations in the water level could occur due to seasonal variations in rainfall. The contractor must be prepared to remove groundwater seepage from excavations if encountered during construction. Excavations extending below groundwater levels will require dewatering systems (such as well points, sump pumps or trench drains). The contractor should evaluate the most economical and practical dewatering method.

4.7 UTILITY TRENCH BACKFILL

All utility trenches must be backfilled and compacted in the manner specified above for structural fill. It may be necessary to reduce the lift thickness to 4 to 6 inches to achieve compaction using hand-operated equipment.

4.8 LANDSCAPING AND DRAINAGE CONSIDERATION

The potential for soil moisture fluctuations within building areas and pavement subgrades should be reduced to lessen the potential of subgrade movement. Site grading should include positive drainage away from buildings and pavements. Excessive irrigation of landscaping poses a risk of saturating and softening soils below shallow footings and pavements, which could result in settlement of footings and premature failure of pavements.

4.9 WET WEATHER CONSTRUCTION

Excessive movement of construction equipment across the site during wet weather may result in ruts, which will collect rainwater, prolonging the time required to dry the subgrade soils.

During rainy periods, additional effort will be required to properly prepare the site and establish/maintain an acceptable subgrade. The difficulty will increase in areas where clay or silty soils are exposed at the subgrade elevation. Grading contractors typically postpone grading operations during wet weather to wait for conditions that are more favorable. Contractors can typically disk or aerate the upper soils to promote drying during intermittent periods of favorable weather. When deadlines restrict postponement of grading operations, additional measures such as undercutting and replacing saturated soils or stabilization can be utilized to facilitate placement of additional fill material.

5.0 FOUNDATION RECOMMENDATIONS

Specific structural loading conditions were not known at the time of this report; however, based on our experience with similar projects, we anticipate that the individual column loads will be less than 75 kips and wall loads will be less than 2 kips per linear foot. ***If these assumptions concerning structural loading are incorrect, our office should be contacted, such that our recommendations can be reviewed.***

5.1 SHALLOW FOUNDATIONS

Based on the grading information provided and the subsurface conditions encountered in the test borings, we anticipate residual clay soils and/or gravelly residuum will be exposed at shallow foundation bearing elevations. Footings founded in the anticipated materials can be designed using an allowable soil bearing capacity of 2,500 psf.

Total long-term settlement of spread footings designed and constructed as recommended above is estimated to be less than 1 inch. Differential settlement between any two points spaced 40 feet across the slab, or along continuous footings is estimated to be ½-inch or less.

Column footings should be at least 24 inches wide and strip footings should be at least 18 inches wide. These dimensions facilitate hand cleaning of footing subgrades disturbed by the excavation process and the placement of reinforcing steel. They also reduce the potential for localized punching shear failure. ***All exterior footings should bear at least 24 inches below the adjacent exterior grade.***

Onsite clay soils exhibited higher plasticity characteristics; as such, the contractor should use caution during foundation construction as to not allow the bearing soils to dry while exposed to the elements. Drying of the clay soils would increase their swell potential and the subsequent risk of heave of footings. Desiccated soils will need to be undercut prior to placement of reinforcing steel and replaced with properly compacted, approved lower plasticity structural fill.

The following items should be considered during the preparation of construction documents and foundation installation:

- The geotechnical engineer of record should observe the exposed foundation bearing surfaces prior to concrete placement to verify that the conditions anticipated during the subsurface exploration are encountered.
- All bearing surfaces must be free of soft or loose soil prior to placing concrete.
- Concrete should be placed the same day the excavations are completed and bearing materials verified by the engineer. If the excavations are left open for an extended period, or if the bearing surfaces are disturbed after the initial observation, then the bearing surfaces should be reevaluated prior to concrete placement.

- Water should not be allowed to pond in foundation excavations prior to concrete placement or above the concrete after the foundation is completed.
- Wherever possible, the foundation concrete should be placed “neat”, using the sides of the excavations as forms. Where this is not possible, the excavations created by forming the foundations must be backfilled with suitable structural fill and properly compacted.
- The site should be sloped to drain away from the building foundations.
- Roof drains should be routed away from the foundation soils.

Passive earth pressures of materials adjacent to the retaining wall footings as well as bearing material friction at the footing bases may be used to resist shear. The following table presents recommended allowable friction coefficient values and passive earth pressure values for the anticipated materials.

Table 8: Soil Parameter Values Resisting Shear

Material Description	Friction Coefficient	Equivalent Fluid Unit Weight for Passive Condition Lateral Earth Pressures (pcf)
Residual Soils or Structural Fill/Existing Fill	0.30	250

6.0 FLOOR SLABS

Site development recommendations presented in this report should be followed to provide for subgrade conditions suitable for support of grade supported slabs. Floor slabs will be supported on new structural fill.

We recommend floor slabs for the proposed structure be supported on a minimum four-inch layer of ½-inch up to 1½-inch, free-draining, gap-graded gravel, such as No. 57 stone, with no more than 5 percent passing the ASTM No. 200 sieve. The purpose of this layer is to help distribute concentrated loads and act as a capillary break for moisture migration through the subgrade soil.

The open graded stone should be consolidated in-place with vibratory equipment. The surface of these bases should be choked off with finer material. A clean fine-graded material with at least 10 to 30 percent of particles passing a No. 100 sieve but not contaminated with clay, silt or organic material is recommended.

The open graded stone should be consolidated in-place with vibratory equipment. The surface of these bases should be choked off with finer material. A clean fine-graded material with at least 10 to 30 percent of particles passing a No. 100 sieve but not contaminated with clay, silt or organic material is recommended.

We recommend a minimum 10-mil thick vapor retarder meeting ASTM E 1745, Class C requirements be placed directly below the slab-on-grade floors. A higher quality vapor retarder (Class A or B) may be used if desired to further inhibit the migration of moisture through the slab-on-grade and should be evaluated based on the floor covering and use. The vapor retarder should extend to the edge of the slab-on-grade floors and should be sealed at all seams and penetrations.

An effective modulus of subgrade of 130 pci can be used for slabs supported on the recommended base stone. The slab should be appropriately reinforced (if required) to support anticipated floor loads.

Where applicable, we recommend that the floor slab be isolated from the foundation footings so differential settlement of the structure will not induce shear stresses on the floor slab. Temperature and shrinkage reinforcements in slabs on grade maybe considered and incorporated accordingly in the slab design. ACI 360R-10 provides guidance on the proper quantity of such reinforcement. The slab should also be appropriately reinforced to support the proposed loads as required. If welded-wire mesh reinforcement is utilized, the mesh reinforcement should be placed 2 inches below the slab surface or upper one-third of the slab thickness, whichever is closer to the surface. Adequate construction joints, contraction joints and isolation joints should also be provided in the slab to reduce the impacts of cracking and shrinkage, in general accordance with ACI standards and guidelines (ACI 360R-10).

7.0 SUBGRADE REHABILITATION

The subgrade soils often become disturbed during the period between initial site grading and construction of surface improvements. The amount and depth of disturbance will vary with soil type, weather conditions, construction traffic, and drainage.

The engineer should evaluate the subgrade soil during final grading to verify that the subgrade is suitable to receive pavement and/or concrete slab base materials. The final evaluation may include proofrolling or density tests.

Subgrade rehabilitation can become a point of controversy when different contractors are responsible for site grading and building construction. The construction documents should specifically state which contractor will be responsible for maintaining and rehabilitating the subgrade. Rehabilitation may

include moisture conditioning and re-compacting soils. When deadlines or weather restrict grading operations, additional measures such as undercutting and replacing saturated soils or chemical stabilization can often be utilized.

8.0 CONSTRUCTION MONITORING

Field verification of site conditions is an essential part of the services provided by the geotechnical consultant. In order to confirm our recommendations, it will be necessary for Building & Earth Sciences, Inc. personnel to make periodic visits to the site during site grading. Typical construction monitoring services are listed below.

- Periodic observation and consultation by a member of our engineering staff during site development.
- Continuous monitoring during structural fill placement.
- Field density testing during structural fill placement.
- Observation and verification of the bearing surfaces exposed after foundation excavation.
- Molding and testing of concrete cylinders.
- Structural steel inspections.

9.0 CLOSING AND LIMITATIONS

This report was prepared for Blue River Architects, for specific application to the Adair County Fairgrounds Barn located in Stilwell, Oklahoma. The information in this report is not transferable. This report should not be used for a different development on the same property without first being evaluated by the engineer.

The recommendations in this report were based on the information obtained from our field exploration and laboratory analysis. The data collected is representative of the locations tested. Variations are likely to occur at other locations throughout the site. Engineering judgment was applied in regards to conditions between borings. It will be necessary to confirm the anticipated subsurface conditions during construction.

This report has been prepared in accordance with generally accepted standards of geotechnical engineering practice. No other warranty is expressed or implied. In the event that changes are made, or anticipated to be made, to the nature, design, or location of the project as outlined in this report, Building & Earth Sciences, Inc. must

be informed of the changes and given the opportunity to either verify or modify the conclusions of this report in writing, or the recommendations of this report will no longer be valid.

The scope of services for this project did not include any environmental assessment of the site or identification of pollutants or hazardous materials or conditions. If the owner is concerned about environmental issues Building & Earth Sciences, Inc. would be happy to provide an additional scope of services to address those concerns.

This report is intended for use during design and preparation of specifications and may not address all conditions at the site during construction. Contractors reviewing this information should acknowledge that this document is for design information only.

An article published by the Geoprofessional Business Association (GBA), titled *Important Information About Your Geotechnical Report*, has been included in the Supporting Documentation Appendix. We encourage all individuals to become familiar with the article to help manage risk.

A-1
BORING LOCATION PLAN



**REFERENCE USED
TO PRODUCE THIS
DRAWING:**

Google Earth Satellite
Imagery dated 11/2/2023,
with Grading Plan overlay
prepared by Blue River
Architects, dated
11/22/2024

BORING LOCATION PLAN

PROJECT NO.

TU240204

PROJECT NAME / LOCATION

Adair County Fairgrounds Barn
Stilwell, Oklahoma



DATE: 11/7/2024

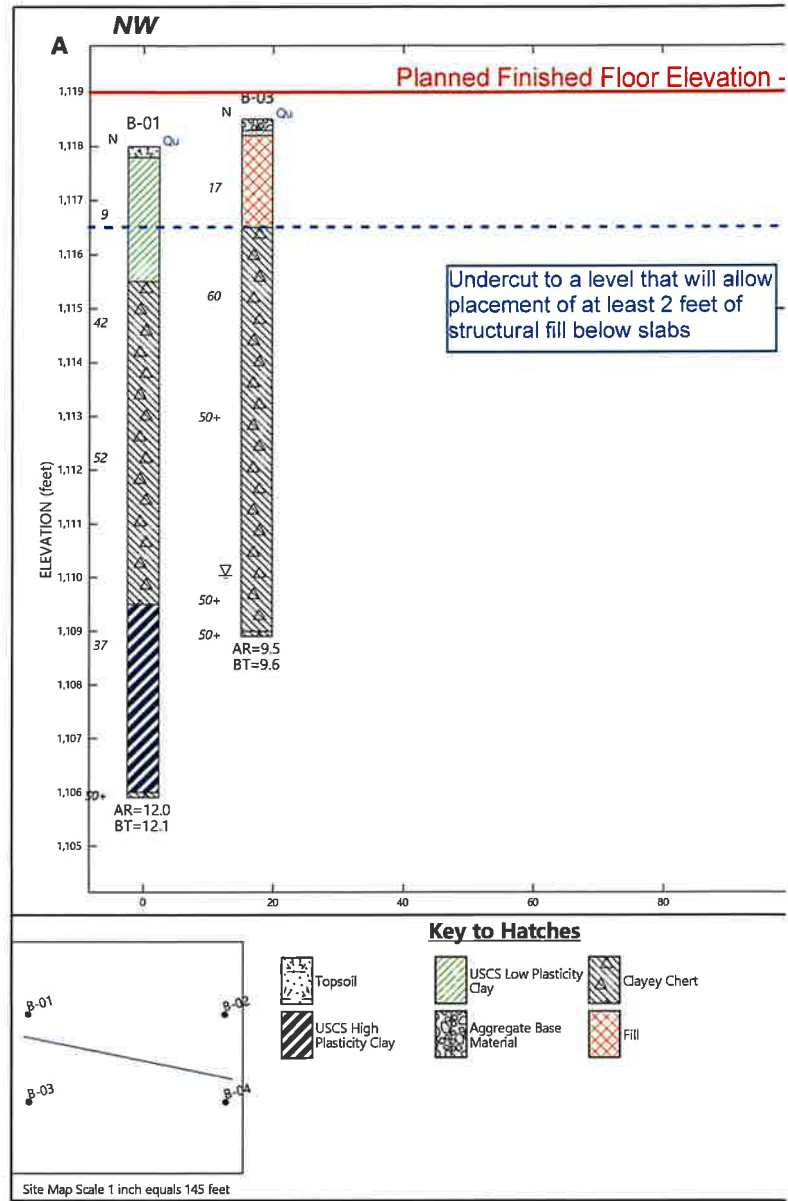
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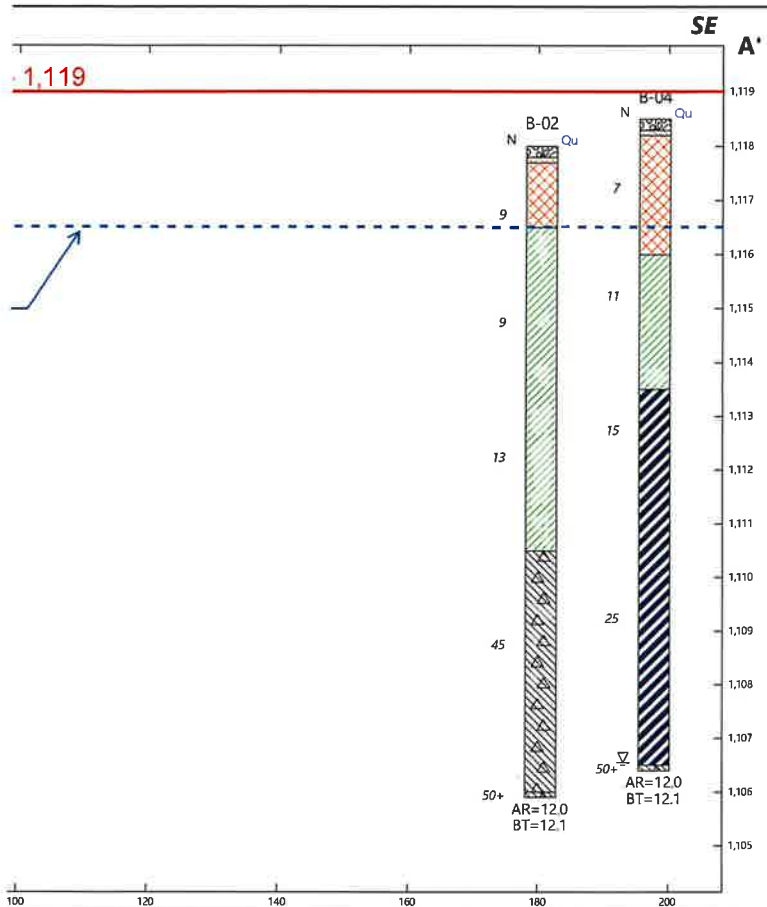
As Shown

BUILDING & EARTH

Geotechnical, Environmental, and Materials Engineers

A-2
SUBSURFACE SOIL PROFILES





Legend

BT=Boring Termination, TPT=Test Pit Terminated
 AR=Auger Refusal, ER=Excavation Refusal
 N=Standard Penetration Test N-Value
 Qu=Unconfined compressive strength estimate from pocket penetrometer test (tsf)
 ▽ Water Level Reading at time of drilling.
 ▽ Water Level Reading after drilling.



Building & Earth Sciences, Inc.

1403 South 70th East Avenue, Tulsa, OK 74112

Adair County Fairgrounds
 Stilwell, OK

A-A': Subsurface Profile

PROJECT NO: TU240204 PLATE NO: A-1 DATE: 11/26/24



Geotechnical, Environmental, and Materials Engineers

A-3
BORING LOG DESCRIPTION

Building & Earth Sciences, Inc. used the gINT software program to prepare the attached boring logs. The gINT program provides the flexibility to custom design the boring logs to include the pertinent information from the subsurface exploration and results of our laboratory analysis. The soil and laboratory information included on our logs is summarized below:

DEPTH AND ELEVATION

The depth below the ground surface and the corresponding elevation are shown in the first two columns.

SAMPLE TYPE

The method used to collect the sample is shown. The typical sampling methods include Split Spoon Sampling, Shelby Tube Sampling, Grab Samples, and Rock Core. A key is provided at the bottom of the log showing the graphic symbol for each sample type.

SAMPLE NUMBER

Each sample collected is numbered sequentially.

BLOWS PER INCREMENT, REC%, RQD%

When Standard Split Spoon sampling is used, the blows required to drive the sampler each 6-inch increment are recorded and shown in column 5. When rock core is obtained the recovery ration (REC%) and Rock Quality Designation (RQD%) is recorded.

SOIL DATA

Column 6 is a graphic representation of four different soil parameters. Each of the parameters use the same graph, however, the values of the graph subdivisions vary with each parameter. Each parameter presented on column 6 is summarized below:

- N-value - The Standard Penetration Test N-value, obtained by adding the number of blows required to drive the sampler the final 12 inches, is recorded. The graph labels range from 0 to 50.
- Qu - Unconfined Compressive Strength estimate from the Pocket Penetrometer test in tons per square foot (tsf). The graph labels range from 0 to 5 tsf.

- **Atterberg Limits** – The Atterberg Limits are plotted with the Plastic Limit to the left, and Liquid Limit to the right, connected by a horizontal line. The difference in the Plastic and Liquid Limits is referred to as the Plasticity Index. The Atterberg Limits test results are also included in the Remarks column on the far right of the boring log. The Atterberg Limits graph labels range from 0 to 100%.
- **Moisture** – The Natural Moisture Content of the soil sample as determined in our laboratory.

SOIL DESCRIPTION

The soil description prepared in accordance with ASTM D2488, Visual Description of Soil Samples. The Munsel Color chart is used to determine the soil color. Strata changes are indicated by a solid line, with the depth of the change indicated on the left side of the line and the elevation of the change indicated on the right side of the line. If subtle changes within a soil type occur, a broken line is used. The Boring Termination or Auger Refusal depth is shown as a solid line at the bottom of the boring.

GRAPHIC

The graphic representation of the soil type is shown. The graphic used for each soil type is related to the Unified Soil Classification chart. A chart showing the graphic associated with each soil classification in the Soil Classification Methodology section of this Appendix.

REMARKS

Remarks regarding borehole observations, and additional information regarding the laboratory results and groundwater observations.

A-4
BORING LOGS



LOG OF BORING

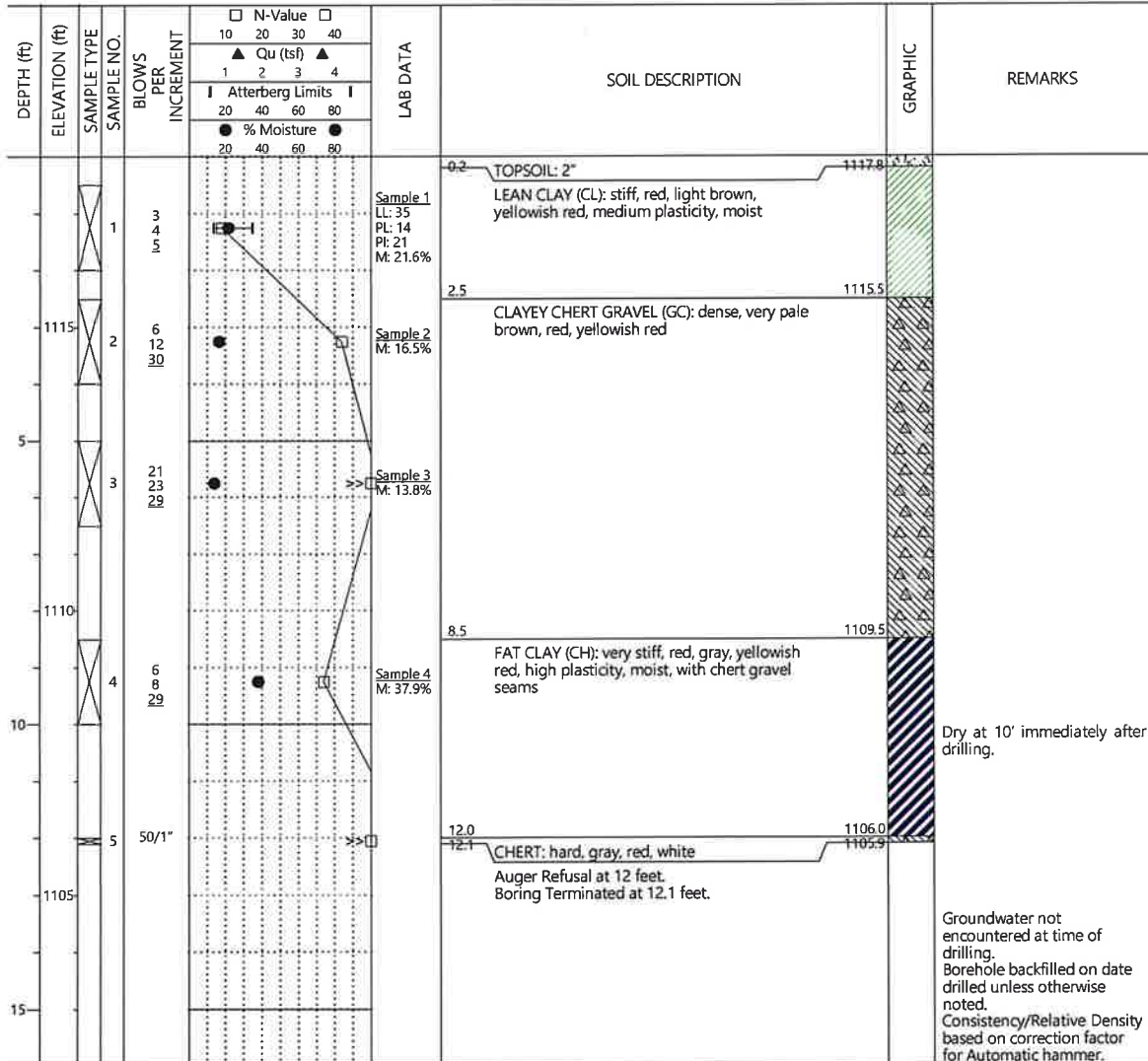
Designation: B-01

Sheet 1 of 1

1403 South 70th East Avenue
Tulsa, OK 74112
Office: (918) 439-9005

PROJECT NAME: Adair County Fairgrounds
PROJECT NUMBER: TU240204
DRILLING METHOD: Hollow Stem Auger
EQUIPMENT USED: Diedrich D-50
HAMMER TYPE: Automatic
BORING LOCATION: NW corner of proposed barn

LOCATION: Stilwell, OK
DATE DRILLED: 11/7/24
WEATHER: Sunny, clear
ELEVATION: 1118
DRILL CREW: Building & Earth
LOGGED BY: J. Swyden



SAMPLE TYPE ☒ Split Spoon

N-VALUE STANDARD PENETRATION RESISTANCE (AASHTO T-206)

% MOISTURE PERCENT NATURAL MOISTURE CONTENT

☒ GROUNDWATER LEVEL IN THE BOREHOLE AT TIME OF DRILLING

☒ STABILIZED GROUNDWATER LEVEL

REC RECOVERY

RQD ROCK QUALITY DESIGNATION

UD UNDISTURBED

Qu POCKET PENETROMETER UNCONFINED COMPRESSIVE STRENGTH

LL LIQUID LIMIT **M** NATURAL MOISTURE CONTENT

PL PLASTIC LIMIT **F** PERCENT PASSING NO. 200 SIEVE

PI PLASTICITY INDEX

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA



Geotechnical, Environmental, and Materials Engineers

LOG OF BORING

Designation: B-03

Sheet 1 of 1

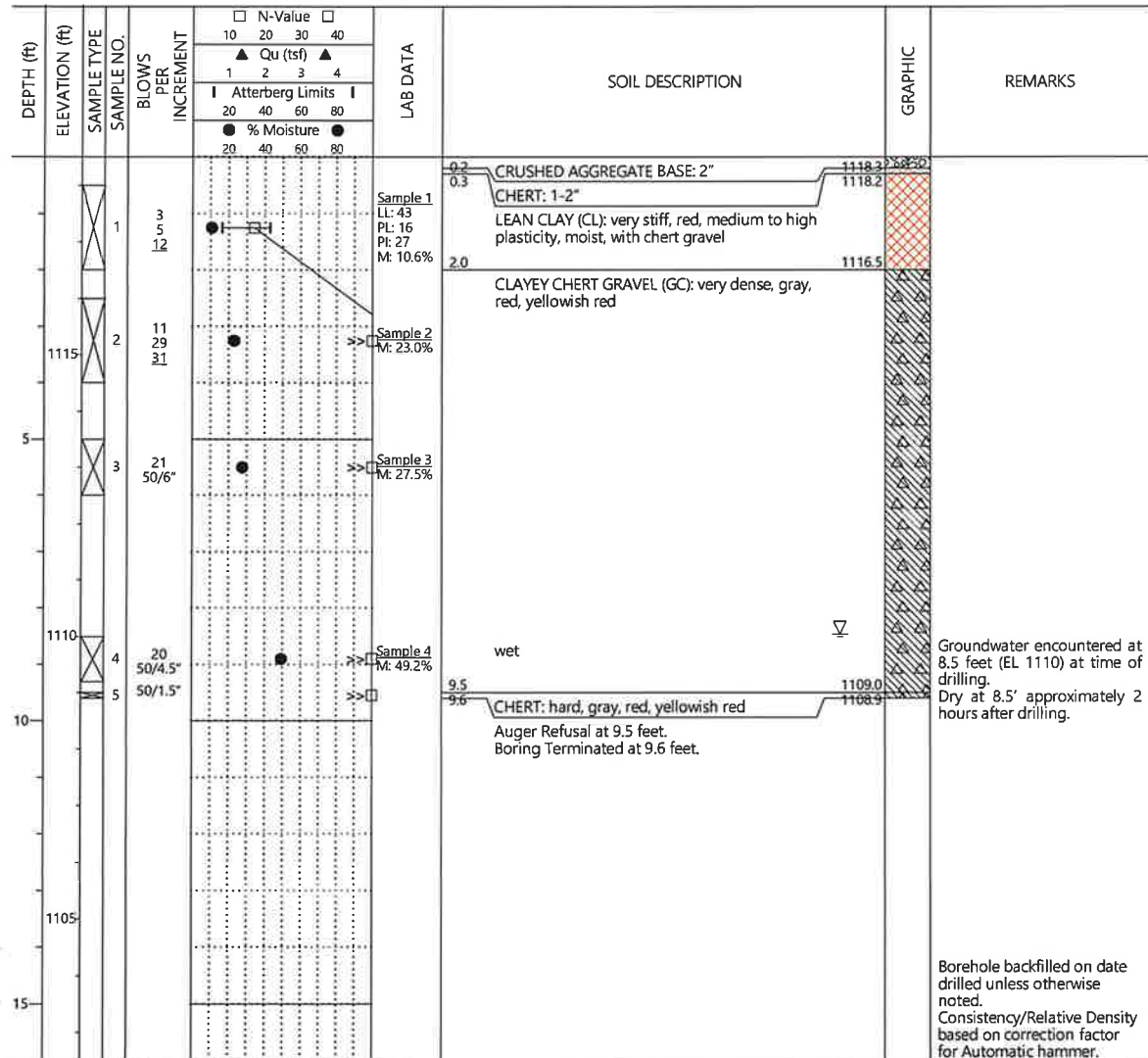
1403 South 70th East Avenue

Tulsa, OK 74112

Office: (918) 439-9005

PROJECT NAME: Adair County Fairgrounds
PROJECT NUMBER: TU240204
DRILLING METHOD: Hollow Stem Auger
EQUIPMENT USED: Diedrich D-50
HAMMER TYPE: Automatic
BORING LOCATION: SW corner of proposed barn

LOCATION: Stilwell, OK
DATE DRILLED: 11/7/24
WEATHER: Sunny, clear
ELEVATION: 1118.5
DRILL CREW: Building & Earth
LOGGED BY: J. Swyden



SAMPLE TYPE ☒ Split Spoon

N-VALUE STANDARD PENETRATION RESISTANCE (AASHTO T-206)

% MOISTURE PERCENT NATURAL MOISTURE CONTENT

☒ GROUNDWATER LEVEL IN THE BOREHOLE AT TIME OF DRILLING

☒ STABILIZED GROUNDWATER LEVEL

REC RECOVERY

RQD ROCK QUALITY DESIGNATION

UD UNDISTURBED

Qu POCKET PENETROMETER UNCONFINED COMPRESSIVE STRENGTH

LL: LIQUID LIMIT **M:** NATURAL MOISTURE CONTENT

PL: PLASTIC LIMIT **F:** PERCENT PASSING NO. 200 SIEVE

PI: PLASTICITY INDEX

Borehole backfilled on date drilled unless otherwise noted. Consistency/Relative Density based on correction factor for Automatic hammer.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA



Geotechnical, Environmental, and Materials Engineers

LOG OF BORING

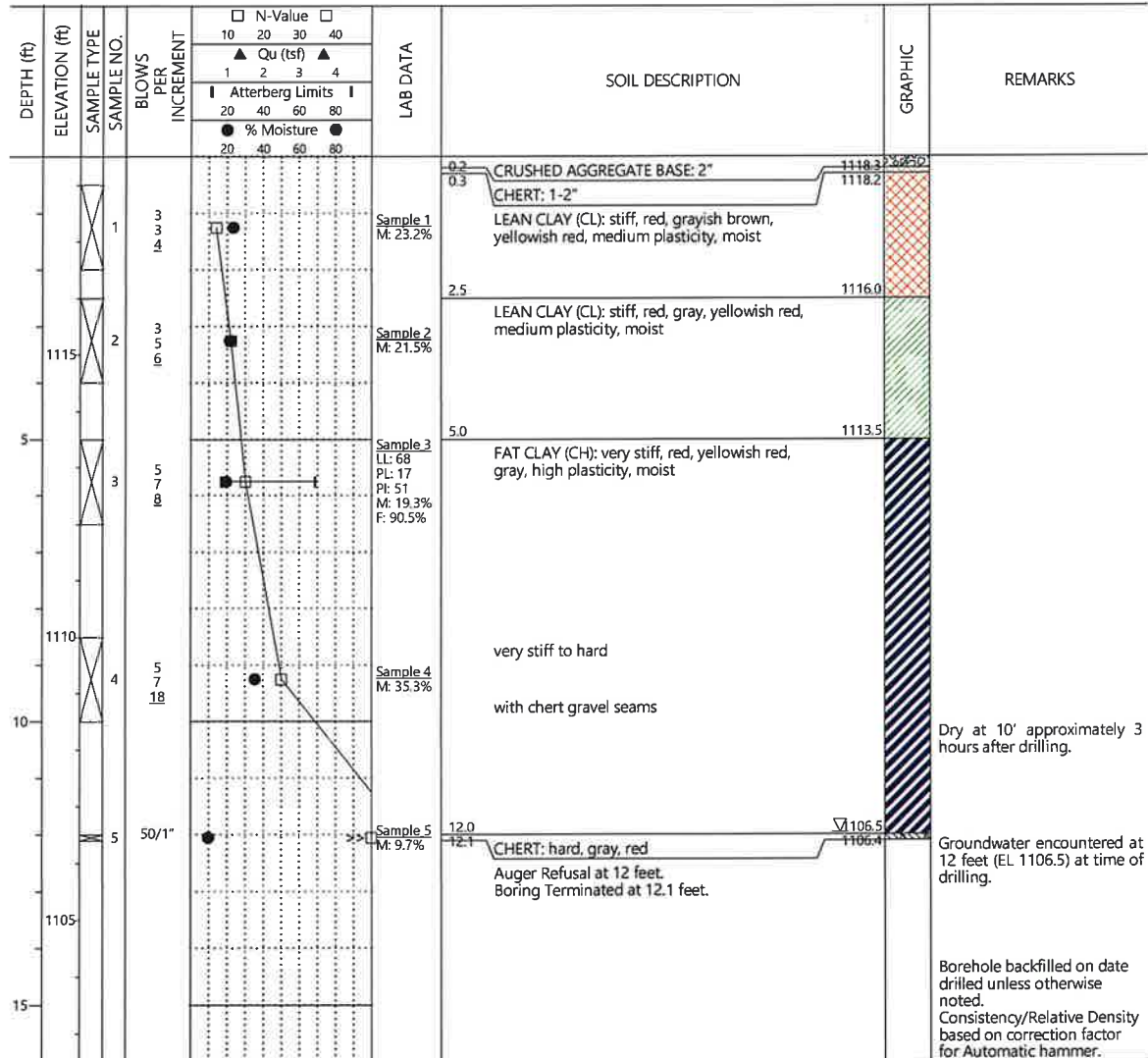
Designation: B-04

Sheet 1 of 1

1403 South 70th East Avenue
Tulsa, OK 74112
Office: (918) 439-9005

PROJECT NAME: Adair County Fairgrounds
PROJECT NUMBER: TU240204
DRILLING METHOD: Hollow Stem Auger
EQUIPMENT USED: Diedrich D-50
HAMMER TYPE: Automatic
BORING LOCATION: SE corner of proposed barn

LOCATION: Stilwell, OK
DATE DRILLED: 11/7/24
WEATHER: Sunny, clear
ELEVATION: 1118.5
DRILL CREW: Building & Earth
LOGGED BY: J. Swyden



SAMPLE TYPE ☒ Split Spoon

N-VALUE STANDARD PENETRATION RESISTANCE (AASHTO T-206)

% MOISTURE PERCENT NATURAL MOISTURE CONTENT

☒ GROUNDWATER LEVEL IN THE BOREHOLE AT TIME OF DRILLING

☒ STABILIZED GROUNDWATER LEVEL

REC RECOVERY

RQD ROCK QUALITY DESIGNATION

UD UNDISTURBED

Qu POCKET PENETROMETER UNCONFINED COMPRESSIVE STRENGTH

LL: LIQUID LIMIT **M:** NATURAL MOISTURE CONTENT

PL: PLASTIC LIMIT **F:** PERCENT PASSING NO. 200 SIEVE

PI: PLASTICITY INDEX

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA

A-5
LABORATORY TEST RESULTS

LABORATORY TEST RESULTS

The results of the laboratory testing are presented in the following tables.

[illegible]

TABLE L-1: General Soil Classification Test Results

Soils with a Liquid Limit (LL) greater than 50 and Plasticity Index (PI) greater than 25 usually exhibit significant volume change with varying moisture content and are considered to be highly plastic
(1) Indicates visual classification. WR indicates weathered rock.

A-6
LABORATORY TEST PROCEDURES

A brief description of the laboratory tests performed is provided in the following sections.

DESCRIPTION OF SOILS (VISUAL-MANUAL PROCEDURE) (ASTM D2488)

The soil samples were visually examined by our engineer and soil descriptions were provided. Representative samples were then selected and tested in accordance with the aforementioned laboratory-testing program to determine soil classifications and engineering properties. This data was used to correlate our visual descriptions with the Unified Soil Classification System (USCS).

NATURAL MOISTURE CONTENT (ASTM D2216)

Natural moisture contents (M%) were determined on selected samples. The natural moisture content is the ratio, expressed as a percentage, of the weight of water in a given amount of soil to the weight of solid particles.

ATTERBERG LIMITS (ASTM D4318)

The Atterberg Limits test was performed to evaluate the soil's plasticity characteristics. The soil Plasticity Index (PI) is representative of this characteristic and is bracketed by the Liquid Limit (LL) and the Plastic Limit (PL). The Liquid Limit is the moisture content at which the soil will flow as a heavy viscous fluid. The Plastic Limit is the moisture content at which the soil is between "plastic" and the semi-solid stage. The Plasticity Index ($PI = LL - PL$) is a frequently used indicator for a soil's potential for volume change. Typically, a soil's potential for volume change increases with higher Plasticity Indices.

MATERIAL FINER THAN NO. 200 SIEVE BY WASHING (ASTM D1140)

Grain-size tests were performed to determine the partial soil particle size distribution. The amount of material finer than the openings on the No. 200 sieve (0.075 mm) was determined by washing soil over the No. 200 sieve. The results of wash #200 tests are presented on the boring logs included in this report and in the table of laboratory test results.

A-7
GEOTECHNICAL INVESTIGATION METHODOLOGIES

The subsurface exploration, which is the basis of the recommendations of this report, has been performed in accordance with industry standards. Detailed methodologies employed in the investigation are presented in the following sections.

DRILLING PROCEDURES - STANDARD PENETRATION TEST (ASTM D1586)

At each boring location, soil samples were obtained at standard sampling intervals with a split-spoon sampler. The borehole was first advanced to the sample depth by augering and the sampling tools were placed in the open hole. The sampler was then driven 18 inches into the ground with a 140-pound automatic hammer free-falling 30 inches. The number of blows required to drive the sampler each 6-inch increment was recorded. The initial increment is considered the "seating" blows, where the sampler penetrates loose or disturbed soil in the bottom of the borehole.

The blows required to penetrate the final two (2) increments are added together and are referred to as the Standard Penetration Test (SPT) N-value. The N-value, when properly evaluated, gives an indication of the soil's strength and ability to support structural loads. Many factors can affect the SPT N-value, so this result cannot be used exclusively to evaluate soil conditions.

The SPT testing was performed using a drill rig equipped with an automatic hammer. Automatic hammers mechanically control the height of the hammer drop, and doing so, deliver higher energy efficiency (90 to 99% efficiency) than manual hammers (60% efficiency) which are dropped using a manually operated rope and cathead system. Because historic data correlations were developed based on use of a manual hammer, it is necessary to adjust the N-values obtained using an automatic hammer to make these correlations valid. Therefore, an energy correction factor of 1.3 was applied to the recorded field N-values from the automatic hammer for the purpose of our evaluation. The N-values discussed or mentioned in this report and shown on the boring logs are recorded field values.

Samples retrieved from the boring locations were labeled and stored in plastic bags at the jobsite before being transported to our laboratory for analysis. The project engineer prepared Boring Logs summarizing the subsurface conditions at the boring locations.

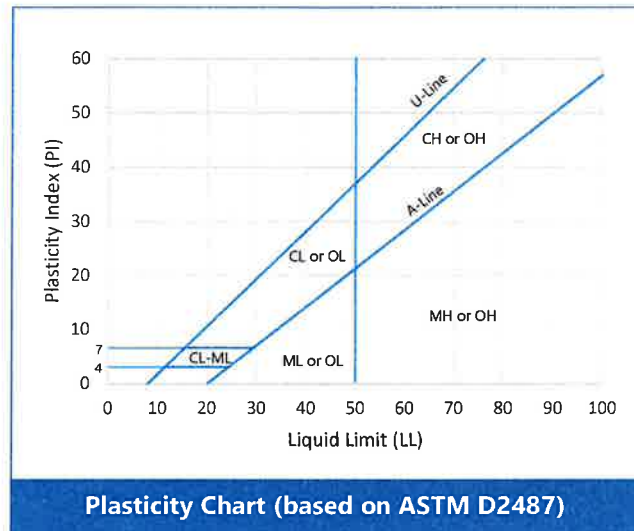
SOIL CLASSIFICATION METHODOLOGY

SOIL CLASSIFICATION METHODOLOGY

Major Divisions			Symbols		Group Name & Typical Description
			Lithology	Group	
Coarse Grained Soils More than 50% of material is larger than No. 200 sieve size	Gravel and Gravelly Soils More than 50% of coarse fraction is larger than No. 4 sieve	Clean Gravels (Less than 5% fines)		GW	Well-graded gravels, gravel – sand mixtures, little or no fines
				GP	Poorly-graded gravels, gravel – sand mixtures, little or no fines
		Gravels with Fines (More than 12% fines)		GM	Silty gravels, gravel – sand – silt mixtures
				GC	Clayey gravels, gravel – sand – clay mixtures
	Sand and Sandy Soils More than 50% of coarse fraction is smaller than No. 4 sieve	Clean Sands (Less than 5% fines)		SW	Well-graded sands, gravelly sands, little or no fines
				SP	Poorly-graded sands, gravelly sands, little or no fines
		Sands with Fines (More than 12% fines)		SM	Silty sands, sand – silt mixtures
				SC	Clayey sands, sand – clay mixtures
Fine Grained Soils More than 50% of material is smaller than No. 200 sieve size	Silts and Clays Liquid Limit less than 50	Inorganic		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silt with slight plasticity
				CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		Organic		OL	Organic silts and organic silty clays of low plasticity
	Silts and Clays Liquid Limit greater than 50	Inorganic		MH	Inorganic silts, micaceous or diatomaceous fine sand, or silty soils
				CH	Inorganic clays of high plasticity
		Organic		OH	Organic clays of medium to high plasticity, organic silts
			Highly Organic Soils		
Soil Classification Chart (based on ASTM D2487)					

SOIL CLASSIFICATION METHODOLOGY

Building & Earth Sciences classifies soil in general accordance with the Unified Soil Classification System (USCS) presented in ASTM D2487. Table 1 and Figure 1 exemplify the general guidance of the USCS. Soil consistencies and relative densities are presented in general accordance with Terzaghi, Peck, & Mesri's (1996) method, as shown on Table 2, when quantitative field and/or laboratory data is available. Table 2 includes Consistency and Relative Density correlations with N-values obtained using either a manual hammer (60 percent efficiency) or automatic hammer (90 percent efficiency). The *Blows Per Increment* and *SPT N-values* displayed on the boring logs are the unaltered values measured in the field. When field and/or laboratory data is not available, we may classify soil in general accordance with the Visual Manual Procedure presented in ASTM D2488.











Non-cohesive: Coarse-Grained Soil			Cohesive: Fine-Grained Soil			
SPT Penetration (blows/foot)		Relative Density	SPT Penetration (blows/foot)		Consistency	Estimated Range of Unconfined Compressive Strength (tsf)
			Automatic Hammer*	Manual Hammer		
Automatic Hammer*	Manual Hammer		< 2	< 2	Very Soft	< 0.25
0 - 3	0 - 4	Very Loose	2 - 3	2 - 4	Soft	0.25 - 0.50
3 - 8	4 - 10	Loose	3 - 6	4 - 8	Medium Stiff	0.50 - 1.00
8 - 23	10 - 30	Medium Dense	6 - 12	8 - 15	Stiff	1.00 - 2.00
23 - 38	30 - 50	Dense	12 - 23	15 - 30	Very Stiff	2.00 - 4.00
> 38	> 50	Very Dense	> 23	> 30	Hard	> 4.00





Soil Consistency and Relative Density (based on Terzaghi, Peck & Mesri, 1996)

* - Modified based on 80% hammer efficiency

KEY TO LOGS

	Standard Penetration Test ASTM D1586 or AASHTO T-206		Dynamic Cone Penetrometer (Sower DCP) ASTM STP-399
	Shelby Tube Sampler ASTM D1587		No Sample Recovery
	Rock Core Sample ASTM D2113		Groundwater at Time of Drilling
	Auger Cuttings		Groundwater as Indicated
Symbol Legend			

Soil	Particle Size	U.S. Standard
Boulders	Larger than 300 mm	N.A.
Cobbles	300 mm to 75 mm	N.A.
Gravel	75 mm to 4.75 mm	3-inch to #4 sieve
Coarse	75 mm to 19 mm	3-inch to ¾-inch sieve
Fine	19 mm to 4.75 mm	¾-inch to #4 sieve
Sand	4.75 mm to 0.075 mm	#4 to #200 Sieve
Coarse	4.75 mm to 2 mm	#4 to #10 Sieve
Medium	2 mm to 0.425 mm	#10 to #40 Sieve
Fine	0.425 mm to 0.075 mm	#40 to #200 Sieve
Fines	Less than 0.075 mm	Passing #200 Sieve
Silt	0.075 mm to 2 µm	N.A.
Clay	Less than 2 µm	N.A.
Standard Sieve Sizes		

N-Value 	Standard Penetration Test Resistance calculated using ASTM D1586 or AASHTO T-206. Calculated as sum of original, field recorded values.	Atterberg Limits 	A measure of a soil's plasticity characteristics in general accordance with ASTM D4318. The soil Plasticity Index (PI) is representative of this characteristic and is bracketed by the Liquid Limit (LL) and the Plastic Limit (PL).
Qu 	Unconfined compressive strength, typically estimated from a pocket penetrometer. Results are presented in tons per square foot (tsf).	% Moisture 	Percent natural moisture content in general accordance with ASTM D2216.
Soil Data			

Descriptor	Meaning
Trace	Likely less than 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%
Descriptors	

Hollow Stem Auger	Flights on the outside of the shaft advance soil cuttings to the surface. The hollow stem allows sampling through the middle of the auger flights.
Mud Rotary / Wash Bore	A cutting head advances the boring and discharges a drilling fluid to support the borehole and circulate cuttings to the surface.
Solid Flight Auger	Flights on the outside bring soil cuttings to the surface. Solid stem requires removal from borehole during sampling.
Hand Auger	Cylindrical bucket (typically 3-inch diameter and 8 inches long) attached to a metal rod and turned by human force.
Soil Drilling Methods	

Manual Hammer	The operator tightens and loosens the rope around a rotating drum assembly to lift and drop a sliding, 140-pound hammer falling 30 inches.
Automatic Trip Hammer	An automatic mechanism is used to lift and drop a sliding, 140-pound hammer falling 30 inches.
Dynamic Cone Penetrometer (Sower DCP) ASTM STP-399	Uses a 15-pound steel mass falling 20 inches to strike an anvil and cause penetration of a 1.5-inch diameter cone seated in the bottom of a hand augered borehole. The blows required to drive the embedded cone a depth of 1-3/4 inches have been correlated by others to N-values derived from the Standard Penetration Test (SPT).

Sampling Methods

Non-plastic	A 1/8-inch thread cannot be rolled at any water content.
Low	The thread can barely be rolled and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be re-rolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be re-rolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

Plasticity

Dry	Absence of moisture, dusty, dry to the touch.
Moist	Damp but no visible water.
Wet	Visible free water, usually soil is below water table.

Moisture Condition

Stratified	Alternating layers of varying material or color with layers at least 1/2 inch thick.
Laminated	Alternating layers of varying material or color with layers less than 1/4 inch thick.
Fissured	Breaks along definite planes of fracture with little resistance to fracturing.
Slickensides	Fracture planes appear polished or glossy, sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay.
Homogeneous	Same color and appearance throughout.

Structure

KEY TO HATCHES

Hatch	Description	Hatch	Description	Hatch	Description
	GW - Well-graded gravels, gravel – sand mixtures, little or no fines		Asphalt		Clay with Gravel
	GP - Poorly-graded gravels, gravel – sand mixtures, little or no fines		Aggregate Base		Sand with Gravel
	GM - Silty gravels, gravel – sand – silt mixtures		Topsoil		Silt with Gravel
	GC - Clayey gravels, gravel – sand – clay mixtures		Concrete		Gravel with Sand
	SW - Well-graded sands, gravelly sands, little or no fines		Coal		Gravel with Clay
	SP - Poorly-graded sands, gravelly sands, little or no fines		CL-ML - Silty Clay		Gravel with Silt
	SM - Silty sands, sand – silt mixtures		Sandy Clay		Limestone
	SC - Clayey sands, sand – clay mixtures		Clayey Chert		Chalk
	ML - Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silt with slight plasticity		Low and High Plasticity Clay		Siltstone
	CL - Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays		Low Plasticity Silt and Clay		Till
	OL - Organic silts and organic silty clays of low plasticity		High Plasticity Silt and Clay		Sandy Clay with Cobbles and Boulders
	MH - Inorganic silts, micaceous or diatomaceous fine sand, or silty soils		Fill		Sandstone with Shale
	CH - Inorganic clays of high plasticity		Weathered Rock		Coral
	OH - Organic clays of medium to high plasticity, organic silts		Sandstone		Boulders and Cobbles
	PT - Peat, humus, swamp soils with high organic contents		Shale		Soil and Weathered Rock

Key to Hatches Used for Boring Logs and Soil Profiles

**IMPORTANT INFORMATION ABOUT THIS GEOTECHNICAL-ENGINEERING
REPORT**

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.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of 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.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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**SECTION 004100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
Adair County
PO Box 1083
Stilwell, OK 74960

1.02 FOR:

- A. Project: Adair County Fairgrounds Open Air Barn
B. Architect's Project Number: 20240153

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Blue River Architects, LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. Alternate #1 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- D. Alternate #2 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- E. Alternate #3 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- F. Alternate #4 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- G. Alternate #5 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- H. Alternate #6 Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- I. We have included the required security deposit as required by the Instruction to Bidders.
- J. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- K. All applicable federal taxes are excluded and State of Oklahoma taxes are excluded from the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of acceptance of this bid.
 - 2. Furnish the required bonds within seven days of receipt of acceptance of this bid.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar days from Notice to Proceed.
(Bidder to enter number of days.)

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____
 - 2. Addendum # _____ Dated _____
 - 3. Addendum # _____ Dated _____
 - 4. Addendum # _____ Dated _____
 - 5. Addendum # _____ Dated _____

1.09 BID FORM ATTACHMENTS

- A. The following Attachments are included with this Bid Form and are considered an integral part of this Bid Form.
 - 1. Non-Collusion Affidavit
 - 2. Business Relationship Affidavit

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

END OF SECTION

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF _____)ss

_____, of lawful age, being first duly sworn,
on oath says that (s)he is the agent authorized by the bidder to submit the attached
bid. Affiant further states that the nature of any partnership, joint venture, or other
business relationship presently in effect or which existed within one (1) year prior to the
date of this statement with the Architect, Engineer, or other party of the project is as
follows:

(If *none*, so state)

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party is as follows:

(If *none*, so state)

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If *none*, so state)

SIGNED BY: _____
BIDDER/AGENT

Subscribed and sworn to before me this _____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires _____

**SECTION 005200
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 AIA DOCUMENT A101, OWNER-CONTRACTOR AGREEMENT FORM - STIPULATED SUM 2007 EDITION, FORMS THE BASIS OF THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR. A DRAFT COPY IS INCLUDED FOLLOWING THIS SECTION.

1.03 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
)ss
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath
says that:

1. (S)He is the duly authorized agent of _____, the Bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and State officials or employees, as well as facts pertaining to giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached; and
2. (S)He is fully aware to the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any School District or State official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor,
 - c. in any discussions between bidders and any School District or State official concerning exchange of money or other thing of value for special consideration in the letting of this bid.

SIGNED BY: _____
NAME/TITLE: _____

Subscribed and sworn to before me this _____ day of
_____, 20____.

NOTARY PUBLIC (or Clerk or Judge)

My Commission expires: _____

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-Five

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Adair County
PO Box 1083
Stilwell, OK 74960

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

(Name, location and detailed description)

Adair County Open Air Barn
471368 E 816 RD
Stilwell, OK 74960

The Architect:

(Name, legal status, address and other information)

Blue River Architects, LLC
320 South Boston, Suite 103
Tulsa, OK 74103
918.877.9036

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than _____ (_____) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- ~~.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)~~

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

**SECTION 007200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 AIA DOCUMENT A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 EDITION, IS THE GENERAL CONDITIONS BETWEEN THE OWNER AND CONTRACTOR THAT WILL BE UTILIZED FOR THIS PROJECT. A FINAL COPY IMMEDIATELY FOLLOWS THIS SECTION.

RELATED REQUIREMENTS

2.01 SECTION 007300 - SUPPLEMENTARY CONDITIONS.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Adair County Open Air Barn
471368 E 816 RD
Stilwell, OK 74960

THE OWNER:
(Name, legal status and address)

Adair County
PO Box 1083
Stilwell, OK 74960

THE ARCHITECT:
(Name, legal status and address)

Blue River Architects, LLC
320 South Boston, Suite 103
Tulsa, OK 74103

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- 11 INSURANCE AND BONDS**
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- 13 MISCELLANEOUS PROVISIONS**

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

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provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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**SECTION 007300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 RELATED SECTIONS

1.03 MODIFICATIONS TO GENERAL CONDITIONS

- A. ARTICLE 7.2 - CHANGE ORDERS
 - 1. Add the following subparagraph 7.2.1.4
 - a. Maximum of 5 percent overhead and profit on the net cost of Work done by the Contractor;
 - b. Maximum of 5 percent overhead and profit on the cost of Work done by any Subcontractor;
 - c. On Work deleted from the Contract, credit to the Owner shall be the Architect approved net cost plus the same percentages of the overhead and profit percentage noted above.
- B. ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES
 - 1. Add the following subparagraph 7.3.10:
 - a. The following fees apply to Changes in the Work in accordance with Subparagraph 7.3.6:
 - 1) Maximum of 5 percent overhead and profit on the net cost of Work done by the Contractor;
 - 2) Maximum of 5 percent overhead and profit on the cost of Work done by any Subcontractor;
 - 3) On Work deleted from the Contract, credit to the Owner shall be the Architect approved net cost plus the same percentages of the overhead and profit percentage noted above.
- C. ARTICLE 11 - INSURANCE AND BONDS
 - 1. Add the following subparagraph 11.1.2.1:
 - a. Provide the following insurance coverage amounts:
 - 1) Contractor's General Liability: \$1,000,000 Aggregate, with an umbrella policy of \$500,000 in excess thereof.
 - 2) Automobile Liability (Injury): \$1,000,000 for injuries, including accidental death, to any one person, and to the same limit for each person, in an amount not less than \$1,000,000 for one accident.
 - 3) Automobile Liability (Property): Limits shall be carried in the amounts of not less than \$1,000,000 and \$1,000,000 umbrellas coverage for each accident.
 - 4) Worker's Compensation: As required by Federal and State Statute.
- D. ARTICLE 13 - MISCELLANEOUS PROVISIONS
 - 1. Add the following subparagraph 13.1.2:
 - a. Contractor shall comply with Federal, State, and local Laws/Policy requirements, including requirement for criminal background verification, as well as the requirement that persons convicted of a felony or listed as registered sex offender be prohibited from working on this project.
- E. ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND

1. Add the following subparagraph:
 - a. 11.5.3: The bond value requirements are as follows:
 - 1) Provide bonds on AIA A312.
 - 2) Provide a 100 percent Performance Bond.
 - 3) Provide a 100 percent Payment Bond.
 - 4) Provide a 100 percent Maintenance Bond
 - 5) Deliver bonds within 7 days after execution of the Contract.

F. Article 15 - CLAIMS AND DISPUTES

1. Add the following subparagraph:
 - a. 15.1.5.2.1 Adverse weather conditions include abnormal precipitation, temperatures and wind conditions. Claims for additional time may be made when the actual weather conditions at the project site cause delay days which exceed the days indicated below:

Month	Work days lost included in Contract Time
January	8
February	8
March	6
April	5
May	2
June	2
July	1
August	1
September	1
October	2
November	2
December	4

- b. Days not claimed will be utilized for additional days request.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 011000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Adair County Fairgrounds Open Air Barn
- B. Owner's Name: Adair County.
- C. Architect's Name: Blue River Architects, LLC.
- D. The Project consists of the construction of a new open air PEMB Barn.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Refer to bidding information for Cherokee Nation
- B. Items noted NIC (Not in Contract) will be supplied by Owner and installed by Contractor after Substantial Completion.
 - 1. It is the responsibility of the Contractor to coordinate all NIC and / or Owner-furnished items with Owner. Contractor is responsible for rough-in power and backing requirements.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy portions of the existing buildings adjacent to the project site during the entire construction period.
 - 1. Contractor to coordinate Owner's use and occupancy of existing Buildings, adjacent to the site during the construction period.
- B. Owner intends to occupy the Project by the date stated in the Agreement as the contract completion date.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Work by Others.
 - 2. Work by Owner.
 - 3. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. As requested by Owner.
- E. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 017800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number, title of the specification Section and the sub-contractor who is performing the work. Identify site mobilization and bonds and insurance.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- G. Submit an electronic copy of each Application for Payment.
- H. Include the following with the application:

1. Transmittal letter as specified for submittals in Section 013000.
 2. Construction progress schedule, revised and current as specified in Section 013000.
 3. Affidavits attesting to off-site stored products.
 4. 1st tier subcontractors, supplier and bond invoicing along with application for payment. On the AIA G703.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.
 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 012300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option.
Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES;

- A. Alternate No. 1: Sun Shade
Base Bid: No Work.
Alternate Bid: Provide sunshade as indicated in the construction documents.
- B. Alternate No. 2: Plumbing
Base Bid: No Work..
Alternate bid: All plumbing Work indicated on Civil, Architectural, and Plumbing drawings.
- C. Alternate No. 3: Electrical
Base Bid: Work by Owner.
Alternate Bid: All Work associated with Civil and Electrical drawings.
- D. Alternate No. 4: Structural Foundations
Base Bid: Work by Owner.
Alternate Bid: All Foundation Work associated with Structural drawings.
- E. Alternate No. 5: Site Work
Base Bid: Work by Owner.
Alternate Bid: All work associated with Civil drawings.
- F. Alternate No. 6: Mechanical
Base Bid: Work by Owner.
Alternate Bid: All work associated with Mechanical Drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Information (RFI) procedures.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 016000 - Product Requirements: General product requirements.
- B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Make the following types of submittals to Architect:
 - 1. Requests for Information (RFI).
 - 2. Shop drawings, product data, and samples.
 - 3. Test and inspection reports.
 - 4. Design data.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Contractor's Punch List, Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.

2. Contractor and Architect are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Architect's Electronic Document Submittal Service: TonicDM.

3.02 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 4. Submission of initial Submittal schedule.
 5. Designation of personnel representing the parties to Contract .
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's Project Manager and Superintendent.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.

8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Digital Photographs: 24 bit color, minimum resolution of 1600 by 1200 ("2 megapixel"), in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: TonicDM.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.

3.06 COORDINATION DRAWINGS

- A. Review drawings prior to submission to Architect.

3.07 REQUESTS FOR INFORMATION(RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
2. Prepare using software provided by the Electronic Document Submittal Service.

3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 016000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in conformance to requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and

follow up with an appropriate Change Order request to Owner.

1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.08 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Format schedule to allow tracking of status of submittals throughout duration of construction.
 2. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

3.10 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
 2. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 3. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
 2. Do not reproduce the Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- E. Transmit each submittal with a copy of approved submittal form.
- F. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- G. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

- H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- I. Schedule submittals to expedite the Project, and coordinate submission of related items.
- J. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- L. Provide space for Contractor and Architect review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

3.11 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

END OF SECTION

**SECTION 014000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Inspection agencies and services.
- F. Control of installation.
- G. Mock-ups.
- H. Tolerances.
- I. Manufacturers' field services.
- J. Defect Assessment.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 MOCK-UPS

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

2.03 TOLERANCES

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

2.04 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

2.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering
- B. Temporary utilities.
- C. Temporary telecommunications services.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Security requirements.
- G. Vehicular access and parking.
- H. Waste removal facilities and services.
- I. Project identification sign.
- J. Field offices.

1.02 REFERENCE STANDARDS

- A. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

1.03 DEWATERING

- A. Provide temporary means and methods for dewatering all temporary facilities and controls.
- B. Maintain temporary facilities in operable condition.

1.04 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities may not be used.
- C. New permanent facilities may not be used.

1.05 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.08 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.09 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. STC rating of 50 in accordance with ASTM E90.
- C. Paint surfaces exposed to view from Owner-occupied areas.
- D. Maintain emergency egress. Coordinate with Authorities Having Jurisdiction.

1.10 SECURITY

- A. Coordinate with Owner's security program.

1.11 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.12 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

1.14 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 015713
TEMPORARY EROSION AND SEDIMENT CONTROL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 REFERENCE STANDARDS

- A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- B. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.
- C. USDA TR-55 - Urban Hydrology for Small Watersheds; USDA Natural Resources Conservation Service; 2015.

1.03 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Best Management Practices Standard: FHWA FLP-94-005.
- C. Runoff Calculation Standard for Urban Areas: USDA TR-55.
- D. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- E. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- F. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- G. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- H. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.

4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- J. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- K. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- L. Open Water: Prevent standing water that could become stagnant.
- M. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
 1. Submit not less than 30 days prior to anticipated start of clearing, grading, or other work involving disturbance of ground surface cover.
 2. Include:
 - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
 - b. Measurements of existing turbidity of waterways.
 - c. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
 - d. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
 - e. Schedule of temporary preventive measures, in relation to ground disturbing activities.
 - f. Other information required by law.
 - g. Format required by law is acceptable, provided any additional information specified is also included.
 3. Obtain the approval of the Plan by authorities having jurisdiction.
 4. Obtain the approval of the Plan by Owner.
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.
- E. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
 - 1. Width: As required; 20 feet, minimum.
 - 2. Length: 50 feet, minimum.
 - 3. Provide at each construction entrance from public right-of-way.
 - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
 - a. Unless otherwise indicated.
- C. Linear Sediment Barriers: Made of silt fences, straw bales, or brush (during clearing operations only).
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 - b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
 - c. Along the toe of cut slopes and fill slopes.
 - d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet apart.
 - e. Across the entrances to culverts that receive runoff from disturbed areas.
 - 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet..
 - b. Slope Between 2 and 5 Percent: 75 feet.
 - c. Slope Between 5 and 10 Percent: 50 feet.
 - d. Slope Between 10 and 20 Percent: 25 feet.
 - e. Slope Over 20 Percent: 15 feet.
 - 1) Unless otherwise indicated on drawings.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
 - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
 - a. Unless otherwise indicated on drawings.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.

a. Unless otherwise indicated.

H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.

1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.

I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 MAINTENANCE

A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.

B. Repair deficiencies immediately.

C. Clean out temporary sediment control structures weekly and relocate soil on site.

D. Place sediment in appropriate locations on site; do not remove from site.

3.05 CLEAN UP

A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.

B. Clean out temporary sediment control structures that are to remain as permanent measures.

C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

**SECTION 016000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Containing lead, cadmium, asbestos.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Architect will consider request for substitutions only 7 days prior to bid opening. Substitutions will not be considered afterwards.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.

- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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**SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

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

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction as required .
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to

original condition.

- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.11 MAINTENANCE

END OF SECTION

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**SECTION 017800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning 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 information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.

Include summer, winter, and any special operating instructions.

- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- 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.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Electronic Copy: Pdf format, labeled and bookmarked.
- K. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.

- e. Photocopies of warranties and bonds.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

**SECTION 055000
METAL FABRICATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel and aluminum items.
 - 1. Miscellaneous steel or aluminum framing, supports, reinforcement, loose bearing and leveling plates, shelf angles and other steel or aluminum members or fabrications for applications as required for the project and where they are not specified in other sections.

1.02 REFERENCE STANDARDS

- A. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes; 2024.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2022.
- D. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- G. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing; 2021.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- I. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- J. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2019a.
- K. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2019.
- L. ASTM B26/B26M - Standard Specification for Aluminum-Alloy Sand Castings; 2018, with Editorial Revision.
- M. ASTM B85/B85M - Standard Specification for Aluminum-Alloy Die Castings; 2018, with Editorial Revision.
- N. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- O. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- P. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2023.
- Q. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- R. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- S. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata (2020).

- T. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.
- U. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.
- V. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
 - a. Include the following, as applicable:
 - 1) Design criteria.
 - 2) Engineering analysis depicting stresses and deflections.
 - 3) Member sizes and gauges.
 - 4) Details of connections.
 - 5) Support reactions.
 - 6) Bracing requirements.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

1.04 QUALITY ASSURANCE

- A. Design metal fabrications under direct supervision of a Professional Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Stainless Steel, General: ASTM A666, Type 304.
- F. Stainless Steel Tubing: ASTM A554, Type 304, 16 gauge, 0.0625 inch minimum metal thickness, 1-1/2 inch diameter.
- G. Stainless Steel Bars, Shapes and Moldings: ASTM A276/A276M, Type 304.
- H. Slotted Channel Fittings: ASTM A1011/A1011M.
- I. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- J. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- K. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- L. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- M. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

- N. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 MATERIALS - ALUMINUM

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209/B209M, 5052 alloy, H32 or H22 temper.
- C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210/B210M, 6063 alloy, T6 temper.
- D. Aluminum-Alloy Bars: ASTM B211/B211M, 6061 alloy, T6 temper.
- E. Aluminum-Alloy Sand Castings: ASTM B26/B26M.
- F. Aluminum-Alloy Die Castings: ASTM B85/B85M.
- G. Bolts, Nuts, and Washers: Stainless steel.
- H. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.03 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.04 FABRICATED ITEMS

- A. As required for project
- B. Bollards: Steel pipe, concrete filled, crowned cap, as detailed; prime paint finish.
- C. Elevator Hoistway Divider Beams: Beam sections; prime paint finish.
- D. Toilet Partition Suspension Members: Steel channel sections; prime paint finish.

2.05 FINISHES - STEEL

- A. Prime Painting: One coat.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

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**SECTION 099113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-2A - Ferrous Metals, Primed, Alkyd, 2 Coat:
 - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Semi-gloss: Two coats of alkyd enamel.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.02 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

**SECTION 104400
FIRE PROTECTION SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire extinguishers.
- B. Fire extinguisher cabinets.

1.02 REFERENCE STANDARDS

- A. NFPA 10 - Standard for Portable Fire Extinguishers; 2022.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fire Extinguishers:
 - 1. Activar Construction Products Group, Inc. - JL Industries: www.activarcpg.com/#sle.
 - 2. Ansul, a Tyco Business: www.ansul.com/#sle.
 - 3. Kidde, a unit of United Technologies Corp: www.kidde.com/#sle.
 - 4. Oval Brand Fire Products; Oval Dry Chemical Fire Extinguisher - Multipurpose ABC: www.ovalfireproducts.com/#sle.
 - 5. Substitutions: See Section 016000 - Product Requirements.
- B. Fire Extinguisher Cabinets and Accessories:
 - 1. Activar Construction Products Group, Inc. - JL Industries; Ambassador Series: www.activarcpg.com/#sle.
 - 2. Fire-End & Croker Corporation: www.croker.com/#sle.
 - 3. Kidde, a unit of United Technologies Corp: www.kidde.com/#sle.
 - 4. Substitutions: See Section 016000 - Product Requirements.

2.02 FIRE EXTINGUISHERS

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
- B. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
 - 1. Class: A:B:C type.
 - 2. Temperature range: Minus 40 degrees F to 120 degrees F.

2.03 FIRE EXTINGUISHER CABINETS

- A. Cabinet Configuration: Surface mounted type.
 - 1. Plastic Fire Extinguisher Cabinet; Basis of design ULINE H-7269
 - 2. Fire Extinguisher Stand; Basis of design ULINE H-5801

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

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**SECTION 133419
METAL BUILDING SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal wall and roof panels including soffits and gutters and downspouts.

1.02 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings; 2022, with Errata (2023).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- E. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality; 2019.
- F. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2023.
- G. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures; 2023.
- H. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- I. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2020.
- J. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength; 2020.
- K. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2023.
- L. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- M. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- O. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems; 2024.
- P. MBMA (MBSM) - Metal Building Systems Manual; 2024.
- Q. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.
- R. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on profiles, component dimensions, fasteners.
- C. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchors and

methods of anchorage, _____, and installation; framing anchor bolt settings, sizes, locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.

- D. Designer's Qualification Statement.
- E. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
 - 1. Include statement that manufacturer designs and fabricates metal building system as integrated components and assemblies, including but not limited to primary structural members, secondary members, joints, roof, and wall cladding components specifically designed to support and transfer loads and properly assembled components form a complete or partial building shell.
- F. Erector's Qualification Statement.
- G. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- H. Project Record Documents: Record actual locations of concealed components and utilities.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this type of work.
 - 1. Design Engineer Qualifications: Licensed in the State in which the Project is located.
 - 2. Comply with applicable code for submission of design calculations as required for acquiring permits.
 - 3. Cooperate with regulatory agency or authorities having jurisdiction (AHJ), and provide data as requested.
- B. Perform work in accordance with AISC 360, MBMA (MBSM), and _____.
- C. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 - 1. Not less than 10 years of documented experience.
 - 2. Accredited by IAS in accordance with IAS AC472.
- D. Erector Qualifications: Company specializing in performing the work of this section with minimum 10 years documented experience.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a 10 year period after Date of Substantial Completion.
- C. Provide 20 year manufacturer warranty for finishes.
 - 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Buildings Systems:
 - 1. Butler Manufacturing Company: www.butlermfg.com/#sle.
 - 2. Ceco Building Systems: www.cecobuildings.com/#sle.
 - 3. Chief Buildings: www.chiefbuildings.com/#sle.
 - 4. Kirby Building Systems, a Nucor Company: www.kirbybuildingsystems.com/#sle.
 - 5. Metallic Building Systems: www.metallic.com/#sle.
 - 6. Nucor Building Systems: www.nucorbuildingsystems.com/#sle.
 - 7. Red Dot Buildings: www.reddotbuildings.com/#sle.
 - 8. VP Buildings: www.vp.com/#sle.

9. Substitutions: See Section 016000 - Product Requirements.

2.02 ASSEMBLIES

- A. Single span rigid frame.
- B. Primary Framing: Rigid frame of rafter beams and columns, braced end frames and end wall columns, and wind bracing.
- C. Secondary Framing: Purlins, and other items detailed.
- D. Roof System: Preformed metal panels oriented parallel to slope, with sub-girt framing/anchorage assembly, insulation, and liner panels, and accessory components.
- E. Roof Slope: 4 inches in 12 inches.

2.03 PERFORMANCE REQUIREMENTS

- A. Design structural members to withstand dead load, applicable snow load, and design loads due to pressure and suction of wind calculated in accordance with applicable code.
- B. Design structural members to withstand 20 psf live load. Refer to drawings for positive and negative wind loads.
- C. Design structural members to withstand Class 30 wind uplift in accordance with UL 580.
- D. Exterior wall and roof system shall withstand imposed loads with maximum allowable deflection of 1/90 of span.
- E. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.
- F. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects.
- G. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

2.04 MATERIALS - FRAMING

- A. Structural Steel Members: ASTM A36/A36M.
- B. Plate or Bar Stock: ASTM A529/A529M, Grade 50.
- C. Anchor Bolts: ASTM A307, Grade A, with no preference for protective coatings.
- D. Anchor Bolts: ASTM F1554, Grade 36, Class 1A, with no preference for protective coating.
- E. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1; galvanized to ASTM A153/A153M.
- F. Welding Materials: Perform in accordance with AWS D1.1/D1.1M.
- G. Primer: SSPC-Paint 20 zinc rich.
- H. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch.
 - 2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch.
 - 3. Height Change, Plastic State: When tested in accordance with ASTM C827/C827M:
 - a. Maximum: Plus 4 percent.
 - b. Minimum: Plus 1 percent.

2.05 MATERIALS - WALLS AND ROOF

- A. Steel Sheet: ASTM A792/A792M aluminum-zinc alloy coated to AZ50/AZM150.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, high performance organic coating, finish to match adjacent surfaces when exterior exposed.
- D. Sealant: ASTM C920, elastomeric sealant with movement capability of at least plus/minus 50 percent; 100 percent silicone; for exposed applications, match adjacent colors as closely as

possible.

- E. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Rain Water Diverter, Fascias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

2.06 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.
- B. Anchor Bolts: Formed with bent shank, assembled with template for casting into concrete.

2.07 FABRICATION - WALL AND ROOF PANELS

- A. Siding: R-Panel, 26 gauge Minimum 36 inch panel width, lapped edges fitted with continuous gaskets.
- B. Roofing:
 - 1. Base bid: R-Panel, 22 gauge Minimum [36] inch panel width, lapped edges fitted with continuous gaskets.
 - 2. Alternate bid: Standing seam snap lock, 22 gauge. 12 to 18 inches panel width.
- C. Girts/Purlins: Rolled formed structural shape to receive siding, roofing sheet.
- D. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed to required angles. Back brace mitered internal corners with 26 gauge thick sheet.
- E. Flashings, Closure Pieces, Fascia: Same material and finish as adjacent material, profile to suit system.
- F. Fasteners: To maintain load requirements and weather tight installation, same finish as cladding, non-corrosive finish.

2.08 FABRICATION - GUTTERS AND DOWNSPOUTS

- A. Fabricate of same material and finish as roofing metal.
- B. Form gutters and downspouts and scuppers of square profile and size to collect and remove water. Fabricate with connection pieces. Size per SMACNA.
- C. Form sections in maximum possible lengths. Hem exposed edges. Allow for expansion at joints.
- D. Fabricate support straps of same material and finish as roofing metal, color as selected.

2.09 FINISHES

- A. Framing Members: Clean, prepare, and shop prime. Do not prime surfaces to be field welded.
- B. Exterior Surfaces of Wall Components and Accessories: Precoated enamel on steel of modified silicone finish, color as selected from manufacturer's standard range.

PART 3 EXECUTION

3.01 ERECTION - FRAMING

- A. Erect framing in accordance with AISC 360.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.02 ERECTION - WALL AND ROOF PANELS

- A. Install in accordance with manufacturer's instructions.

- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches. Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use exposed fasteners.
- G. Install sealant and gaskets, providing weather tight installation.

3.03 ERECTION - GUTTERS AND DOWNSPOUTS

- A. Rigidly support and secure components. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.
- B. Slope gutters minimum 1/16 inch/ft.
- C. Install splash pans under each downspout.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch from level; 1/8 inch from plumb.
- B. Siding and Roofing: 1/8 inch from true position.

END OF SECTION

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SECTION 221113
FACILITY WATER DISTRIBUTION PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes private water-distribution piping and related components outside the building for water service and fire-service mains.
- B. Utility-furnished products include water meters that will be furnished to the site, ready for installation.
- C. Public water distribution piping and related components shall conform to City of Stillwell Construction Guidelines and Specifications for Water Lines.

1.03 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene-monomer rubber.
- B. LLDPE: Linear, low-density polyethylene plastic.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.
- C. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For water valves and specialties to include in emergency, operation, and maintenance manuals.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.
- E. Comply with FMG's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- F. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.

G. NSF Compliance:

1. Comply with NSF 14 for plastic potable-water-service piping.
2. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
1. Ensure that valves are dry and internally protected against rust and corrosion.
 2. Protect valves against damage to threaded ends and flange faces.
 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:
1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.08 COORDINATION

- A. Coordinate connection to water main with utility company.

PART 2 PRODUCTS

2.01 DUCTILE-IRON PIPE AND FITTINGS

- A. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151, with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.
1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 2. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
- B. Push-on-Joint, Ductile-Iron Pipe: AWWA C151, with push-on-joint bell and plain spigot end unless grooved or flanged ends are indicated.
1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 2. Gaskets: AWWA C111, rubber.

2.02 PVC PIPE AND FITTINGS

- A. PVC, Schedule 40 Pipe: ASTM D 1785.
1. PVC, Schedule 40 Socket Fittings: ASTM D 2466.
- B. PVC, Schedule 80 Pipe: ASTM D 1785.
1. PVC, Schedule 80 Socket Fittings: ASTM D 2467.
 2. PVC, Schedule 80 Threaded Fittings: ASTM D 2464.

- C. PVC, AWWA Pipe: AWWA C900, Class 150, with bell end with gasket, and with spigot end.
 - 1. Comply with UL 1285 for fire-service mains if indicated.
 - 2. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

2.03 JOINING MATERIALS

- A. Brazing Filler Metals: AWS A5.8, BCuP Series.
- B. Bonding Adhesive for Fiberglass Piping: As recommended by fiberglass piping manufacturer.
- C. Plastic Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

2.04 GATE VALVES

- A. AWWA, Cast-Iron Gate Valves:
 - 1. Manufacturers: Subject to compliance with requirements of Okfuskee County Rural Water District #3.
 - 2. Nonrising-Stem, Resilient-Seated Gate Valves:
 - a. Description: Gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut.
 - 1) Standard: AWWA C509.
 - 2) Minimum Pressure Rating: 200 psig.
 - 3) End Connections: Mechanical joint.
 - 4) Interior Coating: Complying with AWWA C550.

2.06 GATE VALVE ACCESSORIES AND SPECIALTIES

- A. Tapping-Sleeve Assemblies:
 - 1. Manufacturers: Subject to compliance with requirements of City of Stillwell.
 - 2. Description: Sleeve and valve compatible with drilling machine.
 - a. Standard: MSS SP-60.
 - b. Tapping Sleeve: Cast- or ductile-iron or stainless-steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.
 - c. Valve: AWWA, cast-iron, nonrising-stem, resilient-seated gate valve with one raised face flange mating tapping-sleeve flange.
- B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section, adjustable extension of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over valve and with a barrel approximately 5 inches in diameter.
 - 1. Operating Wrenches: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut.
- C. Indicator Posts: UL 789, FMG-approved, vertical-type, cast-iron body with operating wrench, extension rod, and adjustable cast-iron barrel of length required for depth of burial of valve.

2.07 CHECK VALVES

- A. AWWA Check Valves:
 - 1. Description: Swing-check type with resilient seat. Include interior coating according to AWWA C550 and ends to match piping.
 - a. Standard: AWWA C508.

- b. Pressure Rating: 175 psig.

2.08 CORPORATION VALVES AND CURB VALVES

A. Manufacturers:

- 1. Manufacturers: Subject to compliance with requirements of City of Stillwell.

B. Service-Saddle Assemblies: Comply with AWWA C800. Include saddle and valve compatible with tapping machine.

- 1. Service Saddle: Copper alloy with seal and AWWA C800, threaded outlet for corporation valve.
- 2. Corporation Valve: Bronze body and ground-key plug, with AWWA C800, threaded inlet and outlet matching service piping material.
- 3. Manifold: Copper fitting with two to four inlets as required, with ends matching corporation valves and outlet matching service piping material.

C. Curb Valves: Comply with AWWA C800. Include bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet matching service piping material.

D. Service Boxes for Curb Valves: Similar to AWWA M44 requirements for cast-iron valve boxes. Include cast-iron telescoping top section of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over curb valve and with a barrel approximately 3 inches in diameter.

- 1. Shutoff Rods: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve.

2.09 WATER METERS

- 1. Water meters will be subject to compliance with requirements of City of Stillwell.

2.11 WATER METER BOXES

- 1. Description: Cast-iron body and cover for disc-type water meter, with lettering "WATER METER" in cover; and with slotted, open-bottom base section of length to fit over service piping. Subject to compliance with requirements of City of Stillwell.

2.12 PROTECTIVE ENCLOSURES

A. Freeze-Protection Enclosures:

- 1. Description: Insulated enclosure designed to protect aboveground water piping, equipment, or specialties from freezing and damage, with heat source to maintain minimum internal temperature of 40 deg F when external temperatures reach as low as minus 34 deg F.
 - a. Standard: ASSE 1060.
 - b. Class I: For equipment or devices other than pressure or atmospheric vacuum breakers.
 - c. Class I-V: For pressure or atmospheric vacuum breaker equipment or devices. Include drain opening in housing.
 - 1) Housing: Reinforced-aluminum or-fiberglass construction.
 - a) Size: Of dimensions indicated, but not less than those required for access and service of protected unit.
 - b) Drain opening for units with drain connection.
 - c) Access doors with locking devices.
 - d) Insulation inside housing.
 - e) Anchoring devices for attaching housing to concrete base.
 - 2) Electric heating cable or heater with self-limiting temperature control.

PART 3 EXECUTION

3.01 EARTHWORK

- A. Refer to Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.

3.02 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.
- C. Do not use flanges or unions for underground piping.
- D. Flanges, unions, grooved-end-pipe couplings, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.

3.03 VALVE APPLICATIONS

- A. General Application: Use mechanical-joint-end valves for NPS 3 and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FMG, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 and smaller installation.
- B. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
 - 1. Underground Valves, NPS 3 and Larger: AWWA, cast-iron, nonrising-stem, resilient-seated gate valves with valve box.
 - 2. Underground Valves, NPS 4 and Larger, for Indicator Posts: UL/FMG, cast-iron, nonrising-stem gate valves with indicator post.
 - 3. Use the following for valves in vaults and aboveground:
 - a. Gate Valves, NPS 2 and Smaller: Bronze, nonrising stem.
 - b. Gate Valves, NPS 3 and Larger: AWWA, cast iron, OS&Y rising stem, resilient seated.
 - c. Check Valves: AWWA C508, swing type.
 - 4. Pressure-Reducing Valves: Use for water-service piping in vaults and aboveground to control water pressure.
 - 5. Relief Valves: Use for water-service piping in vaults and aboveground.
 - a. Air-Release Valves: To release accumulated air.
 - b. Air/Vacuum Valves: To release or admit large volume of air during filling of piping.
 - c. Combination Air Valves: To release or admit air.

3.04 PIPING INSTALLATION

- A. Water-Main Connection: Tap water main according to requirements of City of Stillwell water department and of size and in location indicated.
- B. Make connections larger than NPS 2 with tapping machine according to the following:
 - 1. Install tapping sleeve and tapping valve according to MSS SP-60.
 - 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 - 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 - 4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- C. Make connections NPS 2 and smaller with drilling machine according to the following:

1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
 2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
 3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
 4. Install corporation valves into service-saddle assemblies.
 5. Install manifold for multiple taps in water main.
 6. Install curb valve in water-service piping with head pointing up and with service box.
- D. Comply with NFPA 24 for fire-service-main piping materials and installation.
- E. Install PVC, AWWA pipe according to ASTM F 645 and AWWA M23.
- F. Bury piping with depth of cover over top at least 36 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:
- G. Install piping by tunneling by boring, under streets and other obstructions that cannot be disturbed.
- H. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.
1. Terminate water-service piping at building wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building-water-piping systems when those systems are installed.
- I. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping.
- J. See Division 21 Section "Water-Based Fire-Suppression Systems" for fire-suppression-water piping inside the building.
- K. See Division 22 Section "Domestic Water Piping" for potable-water piping inside the building.

3.05 JOINT CONSTRUCTION

- A. Make pipe joints according to the following:
1. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D 2774 or ASTM D 3139 and pipe manufacturer's written instructions.
 2. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure.

3.06 ANCHORAGE INSTALLATION

- A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:
1. Locking mechanical joints.
 2. Set-screw mechanical retainer glands.
 3. Bolted flanged joints.
 4. Heat-fused joints.
 5. Pipe clamps and tie rods.
- B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
 2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
 3. Bonded-Joint Fiberglass, Water-Service Piping: According to AWWA M45.

- 4. Fire-Service-Main Piping: According to NFPA 24.
- C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.
- 3.07 VALVE INSTALLATION**
 - A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.
 - B. AWWA Valves Other Than Gate Valves: Comply with AWWA C600 and AWWA M44.
 - C. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with service box.
- 3.08 WATER METER INSTALLATION**
 - A. Install water meters, piping, and specialties according requirements of City of Stillwell.
- 3.10 ROUGHING-IN FOR WATER METERS**
 - A. Rough-in piping and specialties for water meter installation according to utility company's written instructions.
- 3.10 WATER METER BOX INSTALLATION**
 - A. Install water meter boxes in paved areas flush with surface.
 - B. Install water meter boxes in grass or earth areas with top 2 inches above surface.
- 3.11 PROTECTIVE ENCLOSURE INSTALLATION**
 - A. Install concrete base level and with top approximately 2 inches above grade.
 - B. Install protective enclosure over valves and equipment.
 - C. Anchor protective enclosure to concrete base.
- 3.12 FIRE HYDRANT INSTALLATION**
 - A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
 - B. AWWA Fire Hydrants: Comply with AWWA M17.
- 3.13 CONNECTIONS**
 - A. Coordinate piping installations and specialty arrangements with schematics on Drawings and with requirements specified in piping systems. If Drawings are explicit enough, these requirements may be reduced or omitted.
 - B. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
 - C. Connect water-distribution piping to utility water main. Use tapping sleeve and tapping valve.
 - D. Connect water-distribution piping to interior domestic water piping.
 - E. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
 - F. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- 3.14 FIELD QUALITY CONTROL**
 - A. Piping Tests: Conduct piping tests before joints are covered. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
 - B. Hydrostatic Tests: Test at not less than one-and-one-half times working pressure for two hours.
 - 1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per

100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

C. Prepare reports of testing activities.

3.15 IDENTIFICATION

A. Install continuous underground warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Division 31 Section "Earth Moving."

B. Permanently attach equipment nameplate or marker indicating plastic water-service piping, on main electrical meter panel.

3.16 CLEANING

A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

END OF SECTION 221113

SECTION 221313
FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes gravity-flow, nonpressure, sanitary sewerage outside the building, with the following components:
 - 1. Pipe and fittings.
 - 2. Nonpressure and pressure couplings.
 - 3. Cleanouts.
 - 4. Manholes

1.03 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene-monomer rubber.
- B. LLDPE: Linear low-density, polyethylene plastic.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. TPE: Thermoplastic elastomer.

1.04 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water.

1.05 SUBMITTALS

- A. Product Data: For the following:
 - 1. Pipe materials.
 - 2. Special pipe fittings.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic pipe and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.

PART 2 - PRODUCTS

2.01 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

2.02 DUCTILE-IRON, GRAVITY SEWER PIPE AND FITTINGS

- A. Pipe: AWWA C151, for push-on joints.
- B. Standard Fittings: AWWA C110, ductile or gray iron, for push-on joints.
- C. Compact Fittings: AWWA C153, for push-on joints.
- D. Gaskets: AWWA C111, rubber.

2.03 PVC PIPE AND FITTINGS

- A. PVC Sewer Pipe and Fittings: ASTM D 3034, SDR 35, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.

2.04 ABS PIPE AND FITTINGS

- A. ABS Sewer Pipe and Fittings: ASTM D 2751, with bell-and-spigot ends for gasketed joints.
 - 1. NPS 3 to NPS 6: SDR 35.
 - 2. Gaskets: ASTM F 477, elastomeric seals.

2.05 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
 - 1. Top-Loading Classification: Heavy and Extra-heavy duty.
 - 2. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

PART 3 - EXECUTION

3.01 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.02 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
 - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
 - a. Shielded flexiblecouplings for same or minor difference OD pipes.
 - b. Shielded, increaser/reducer-pattern, flexible or rigid couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 - 2. Use pressure-type pipe couplings for force-main joints.
- B. Special Pipe Fittings: Use for pipe expansion and deflection. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

3.03 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewerage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install cleanouts for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.

2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
 3. Install piping with 36-inch minimum cover.
 4. Install piping below frost line.
 5. Install ductile-iron special fittings according to AWWA C600.
- F. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.04 PIPE JOINT CONSTRUCTION

- A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure, drainage piping according to the following:
 1. Join ductile-iron, gravity sewer piping according to AWWA C600 for push-on joints.
 2. Join ductile-iron and special fittings according to AWWA C600 or AWWA M41.
 3. Join ABS sewer piping according to ASTM D 2321 and ASTM D 2751 for elastomeric-seal joints.
 4. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
 5. Join dissimilar pipe materials with nonpressure-type, flexible couplings.

3.05 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.06 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 1. Use light-duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 2. Use medium-duty, top-loading classification cleanouts in paved foot-traffic areas.
 3. Use heavy-duty, top-loading classification cleanouts in vehicle-traffic service areas.
 4. Use extra-heavy-duty, top-loading classification cleanouts in roads.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.07 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains specified in Division 22 Section "Sanitary Waste and Vent Piping."
- B. Make connections to existing piping.
 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.

3. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.08 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 1. Use warning tape or detectable warning tape over ferrous piping.
 2. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.09 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 1. Submit separate report for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Re-inspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and the following:
 - a. Allowable leakage is maximum of 50 gal./inch of nominal pipe size per mile of pipe, during 24-hour period.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 - f. Option: Test ductile-iron piping according to AWWA C600, "Hydrostatic Testing" Section. Use test pressure of at least 10 psig.
 6. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417.

C. Leaks and loss in test pressure constitute defects that must be repaired.

D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.10 CLEANING

A. Clean interior of piping of dirt and superfluous material. Flush with potable water.

END OF SECTION 221313

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SECTION 311000

SITE CLEARING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:

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

- B. Related Sections include the following:

1. Division 1 Section "Temporary Facilities and Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities.
2. Division 1 Section "Temporary Tree and Plant Protection" for protecting trees remaining on-site that are affected by site operations.
3. Division 1 Section "Execution" for verifying utility locations and for recording field measurements.
4. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.03 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.04 MATERIAL OWNERSHIP

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

1.05 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Division 01 Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.06 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.07 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways. Refer to Stormwater Pollution Prevention Plan.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE PROTECTION

- A. Do not excavate within tree protection zones, unless otherwise indicated.
- B. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.04 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

3.05 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 3. Remove rootballs. Remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.06 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Limit height of topsoil stockpiles to 72 inches.
 2. Do not stockpile topsoil within tree protection zones.
 3. Stockpile surplus topsoil to allow for resspreading deeper topsoil.

3.07 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.08 DISPOSAL

- A. Disposal: Remove unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

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**SECTION 312000
EARTH MOVING**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
1. Preparing subgrades for areas outside the building perimeter.
 2. Excavating and backfilling for buildings and structures.
 3. Subbase and base course for paving.
 4. Subsurface drainage backfill for walls and trenches.
 5. Excavating and backfilling for utility trenches.
- B. Related Sections include the following:
1. Division 01 Section "Unit Prices" for unit-price rock excavation and authorized additional excavation provisions.
 2. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
 3. Division 03 Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
 4. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.03 UNIT PRICES

- A. Unit prices for earthwork are included in Division 01 Section "Unit Prices." Unit price shall include cost for removal of soft materials and replacement of imported structural fill per cubic yard plus a unit price for rock removal per cubic yard.

1.04 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subgrade and hot-mix asphalt or concrete paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.
- H. Initial Backfill: Fill free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit and as defined by utility trench detail on the plans.
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping, or blasting, when permitted:
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base course, drainage fill, or topsoil materials.
- L. Utilities: Underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.05 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile.
 - 3. Controlled low-strength material, including design mixture.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each soil material proposed for fill and backfill.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.06 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient on site materials do not match the Geotech report for engineered fill.

- B. Base Course: Naturally graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; conforming to ODOT Type "A" aggregate base.
- C. Engineered Fill:
1. Structural fill within the proposed building and pavement areas shall have the following properties and as specified in the geotechnical report:
 - a. Material having a Plasticity Index (PI) of less than 20
 - b. Material having a Liquid Limit (LL) of less than 40
 - c. Maximum dry density in excess of 100 pounds per cubic foot
 - d. Maximum particle size of 3 inches
 - e. At least 30 percent of the material passing the No. 200 sieve
 - f. Shall be free of any organics
 - g. Prior to any filling operations, samples shall be tested by and approved by the owner's on-site geotechnical engineer.
 2. Portions of the onsite lower plasticity clay soils are suitable for use as structural fill within the proposed building and pavement areas; however, the contractor shall delineate the area with lower plasticity lean clay soils and collect a bulk sample prior to start of placement for moisture-density relationship and soil classification testing to evaluate the suitability for use as fill within proposed building and pavement areas.
 3. Refer to geotechnical report for other uses of onsite materials as fill.
- D. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve. Or as defined by the utility trench details.
- E. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- F. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

2.02 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 4. Tear Strength: 56 lbf; ASTM D 4533.
 5. Puncture Strength: 56 lbf; ASTM D 4833.
 6. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 4. Tear Strength: 90 lbf; ASTM D 4533.

5. Puncture Strength: 90 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.03 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:
 1. Portland Cement: ASTM C 150, Type I, II or III.
 2. Fly Ash: ASTM C 618, Class C or F.
 3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch nominal maximum aggregate size.
 4. Foaming Agent: ASTM C 869.
 5. Water: ASTM C 94/C 94M.
 6. Air-Entraining Admixture: ASTM C 260.
- B. Produce conventional-weight, controlled low-strength material with 80-psi compressive strength when tested according to ASTM C 495.

2.04 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches by providing adjacent dewatering trenches as required.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
3. It is anticipated that the groundwater will be perched within existing fill and/or underlying lower plasticity residual lean clay soils. Temporary perimeter drainage ditches, sumps, and pumps will be needed for removal of the perched water from open excavations and for the removal of additional surface rain water.

3.03 EXPLOSIVES

- A. Explosives: No explosives are allowed.

3.04 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsuitable soil materials and rock, replace with approved engineered fill materials.
 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs on grade.
 - f. 6 inches beneath pipe in trenches.
 3. Care should be exercised during excavation/undercut of the soils adjacent to the existing building to avoid possible influence on the existing structure. The bearing materials of the foundation supporting the adjacent building should be protected during excavation.

3.06 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: undercut to a level of at least 12 inches below the design bearing elevation. Where fat clays (CH) soils are encountered, remove these soils within 24 inches of the bottom of the footing. After completion of undercutting the footing elevations can be brought back up to design elevation using approved and properly compacted lower plasticity engineered fill, low strength lean concrete or quick set flowable fill.
 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
 3. Fat clay soils under the proposed building and other structures shall be undercut to a level of at least 18 inches below finished subgrade level and replaced with approved lower plasticity structural fill. All proposed building areas shall have a minimum of 18 inches undercut to allow for placement of properly compacted and approved lower plasticity structural fill.

4. Overexcavation of soft clay soils shall extend 8 inches beyond the edges of the footing for each foot of undercut depth.
5. Overexcavation of soft clay soils shall extend at least 5 feet beyond the perimeter of the proposed building footprint, where feasible.

3.07 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.08 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.09 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Architect or Engineer determines unsatisfactory soil is present based on the geotechnical engineer's recommendations, continue excavation and replace with compacted backfill or fill material as directed. Loose and disturbed materials, shall be removed from the subgrade before placing the geogrid. The subgrade shall be free of standing water when the geogrid is placed. Soil subgrades that become unstable due to inadequate construction dewatering or excessive subgrade disturbance shall be corrected by the contractor at no additional cost to the owner.
- C. Soft clay soils within the building and pavement areas shall be removed full-depth and replaced with properly compacted and approved lower plasticity engineered fill.
- D. Undercut any exposed clayey chert gravel (GC) exposed within the proposed building areas to a depth of at least 18 inches and replace with approved, lower plasticity engineered fill.
- E. Building Areas - After stripping and completing any cuts, removal of soft clay soils, the exposed clay soils shall be scarified to a minimum depth of 8 inches, moisture conditioned to within a range of 2 percent below to 2 percent above the optimum moisture content and recompacted to at least 98% of the materials maximum dry density (ASTM D 698)
- F. Pavement Areas - After stripping and completing any cuts, the exposed clay soils shall be scarified to a minimum depth of 8 inches, moisture conditioned to within a range of 2 percent below to 2 percent above the optimum moisture content and recompacted to at least 95% of the material's maximum dry density (ASTM D 698)
- G. Following moisture conditioning and recompaction the exposed subgrade shall be proofrolled. Proof-roll subgrade under the observation of the geotechnical engineer, with a loaded, tandem-axle dump truck weighing at least 25 tons, to locate any zones that are soft or unstable. The proofrolling should involve overlapping passes in mutually perpendicular directions. Where rutting or pumping is observed during proof-rolling, the unstable soils shall be over-excavated and replaced with low volume change soils. The project geotechnical engineer or a qualified representative shall observe the proofrolling operations. All unstable and/or soft materials identified during the subgrade evaluation need to be removed prior to the placement of fill or construction of building and pavements.

- H. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated on-site suitable soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.12 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, sub-drainage, damp-proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of , free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the utility pipe or conduit.
- E. Backfill voids while installing and removing shoring and bracing.
- F. Place and compact final backfill to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
- H. Construct clay "trench plug" that extends at least 5 feet out from the face of the building exterior. The plug material shall consist of clay compacted at a water content at or above the soils optimum water content. The clay fill shall be placed to completely surround the utility line and be compacted to at least 95% standard proctor density.

3.14 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use engineered fill or on-site material.
 - 2. Under walks and pavements, use engineered fill or on-site material
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.
- D. Existing slopes steeper than 5 horizontal to 1 vertical (5:1) and located in fill areas shall be benched prior to fill placement. Benches shall be cut as the fill placement progresses and shall have a maximum bench height of 2 to 3 feet.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within range of 2 percent above to 2 percent below the material's optimum moisture content, determined in accordance with ASTM D-698, (standard Proctor procedure).
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
 - 3. Both density and moisture requirements shall be met.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers between 8 and 12 inches in depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 8 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent and 95 percent for pavement areas.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches in unpaved areas, compact each layer of initial and final backfill soil material at 85 percent. In paved areas, compact utility trench backfill at 95 percent.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks and Pavements: minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.18 BASE COURSES

- A. Place base course on subgrade free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Where indicated, install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Shape base course to required crown elevations and cross-slope grades.
 - 3. Place base course in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 4. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D-698.

3.19 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course in compacted thickness shown on plans in a single layer.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry relative density according to ASTM D 698.

3.20 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Contact Engineer for subgrade proofrolling.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Perform Atterberg limits tests on fly ash and cement kiln dust treated fill/backfill materials placed in the building area for the low volume change fill layer at frequency of at least 1 test per 5,000 SF of area with at least 2 test per lift. Intent of Atterberg limits testing is to determine if the soil has been effectively treated.
- F. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.

- 3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- G. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.
- H. Density and moisture test shall be performed on each lift prior to placement of subsequent lifts.

3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion prior to placement of subsequent base course, paving, or foundations above. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove waste material, including unsuitable soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Transport surplus engineered fill to designated storage areas on Owner's property.

END OF SECTION 312000

SECTION 312500
EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Installation of temporary and permanent erosion and sedimentation control systems.
 - 2. Installation of temporary and permanent slope protection systems.
- B. Related Sections
 - 1. Section 31 10 00 – Site Clearing
 - 2. Section 31 20 00 – Earth Moving

1.02 ENVIRONMENTAL REQUIREMENTS

- A. Protect adjacent properties; any identified endangered or threatened species or critical habitat, any identified cultural or historic resources, and receiving water resources from erosion and sediment damage until final stabilization.

1.03 REFERENCES

- A. Oklahoma Department of Transportation, Standard Specifications for Highway Construction, 2009 (including amendments, supplements and special provisions).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sediment control devices as specified on the Construction Drawings. Specified items on the Construction Drawings shall comply with Section 221 of the ODOT Standard Specifications.
- B. Rip-Rap as specified on the plans and in Section 31 37 00.
- C. Temporary and permanent outfall structures as specified on the drawings.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review the drawings and Storm Water Pollution Prevention Plan.
- B. Revise SWPPP as necessary to address potential pollution from site.
- C. Conduct storm water preconstruction meeting with Site Contractor, all ground-disturbing subcontractors, site engineer of record or someone from their office familiar with the site and SWPPP.

3.02 EROSION AND SEDIMENTATION CONTROL AND SLOPE PROTECTION IMPLEMENTATION

- A. Place erosion and sediment control systems in accordance with the drawings and Storm Water Pollution Prevention Plan or as may be dictated by site conditions in order to maintain the intent of the specifications and permits.
- B. Deficiencies or changes on the drawings or Storm Water Pollution Prevention Plan shall be corrected or implemented as site conditions change. Changes during construction shall be noted in the Storm Water Pollution Prevention Plan and posted on the drawings (Erosion Control Plans).
- C. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct Contractor to provide immediate permanent or temporary pollution control measures.
- D. Maintain temporary erosion and sedimentation control systems as dictated by site conditions, indicated in the construction documents, or as directed by governing authorities or Owner to control sediment until final stabilization. Contractor shall respond to maintenance or additional

work ordered by Owner or governing authorities immediately, but in no case, within not more than 48 hours if required at no additional cost to the Owner.

- E. Contractor shall incorporate permanent erosion control features, paving, permanent slope stabilization, and vegetation into project at earliest practical time to minimize need for temporary controls.
- F. Unless required within a shorter timeframe by the applicable General Permit for Storm Water Discharges Associated with Construction Activity, disturbed areas that will not be graded or actively worked for a period of 14 days or more, shall be temporarily stabilized as work progresses with vegetation or other acceptable means. In the event it is not practical to seed areas, slopes must be stabilized with mulch and tackifier, bonded fiber matrix, netting, blankets or other means to reduce the erosive potential of the area.

END OF SECTION 312500

SECTION 321216
ASPHALT PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
1. Hot-mix asphalt paving.
 2. Pavement-marking paint.
- B. Related Sections include the following:
1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.
 2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants and fillers at paving terminations.

1.03 DEFINITIONS

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. DOT: Department of Transportation.

1.04 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state of Oklahoma DOT.
1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.05 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Qualification Data: For manufacturer.
- D. Material Test Reports: For each paving material.
- E. Material Certificates: For each paving material, signed by manufacturers.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer.
1. Manufacturer shall be a paving-mix manufacturer registered with and approved by ODOT of the state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.
- C. Regulatory Requirements: Comply with ODOT standard specifications for highway construction, latest addition.
- D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of subgrade and preparatory work.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.08 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 PRODUCTS

2.01 AGGREGATES

- A. Uncured or improperly cured slag aggregates have caused serious problems. Delete slag aggregates if not recommended for local use.
- B. Coarse Aggregate: ASTM D 692, per ODOT Standard Specifications, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, per ODOT Standard Specifications, sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.
 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.02 ASPHALT MATERIALS

- A. Asphalt Binder, Asphalt Cement and Tack Coat in accordance with ODOT standard specifications for highway construction.
- B. Water: Potable.

2.03 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- C. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.
- D. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952E, Type II, with drying time of less than 45 minutes.

1. Color: As indicated.
- E. Some formulations of waterborne emulsions are very quick drying, others less so; see manufacturer's literature.
- F. Glass Beads: AASHTO M 247, Type 1.
- G. Wheel Stops: Precast, air-entrained concrete, 3,000-psi minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 1. Dowels: Galvanized steel, 3/4-inch diameter, 12-inch minimum length.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.02 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Place hot-mix asphalt base course in lifts of 3" or less.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at minimum temperature of 250 deg F, or higher temperature as required by the grade of asphalt cement used.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.03 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.

3.04 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F, or higher temperature as required by the grade of asphalt cement used.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.05 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 1. Base Course: 1/4 inch.
 2. Surface Course: 1/8 inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.07 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

- B. Marking-paint manufacturers caution that paint will bleed or tear surface of new asphalt unless asphalt is aged before painting. This aging period may vary from 30 to 90 days. If pavement marking must proceed immediately, consider revising to a phased application of a thin first coat followed by a thicker second coat once asphalt has aged. Verify that two-coat application is recommended by pavement-marking manufacturer.
- C. Allow paving to age for 30 days before starting pavement marking.
- D. Sweep and clean surface to eliminate loose material and dust.
- E. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal.

3.08 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

3.09 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 321216

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**SECTION 321313
CONCRETE PAVING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
1. Curbs and gutters.
 2. Walkways.
 3. Ramps and steps.
 4. Drives and roadways
- B. Related Sections include the following:
1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 2. Division 31 Section "Earth Moving" for subgrade preparation, grading, and subbase course.
 3. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.04 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Qualification Data: For manufacturer.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
1. Cementitious materials.
 2. Steel reinforcement and reinforcement accessories.
 3. Fiber reinforcement.
 4. Admixtures.
 5. Curing compounds.
 6. Applied finish materials.
 7. Bonding agent or epoxy adhesive.
 8. Joint fillers.

F. Minutes of preinstallation conference.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.06 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 PRODUCTS

2.01 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.02 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.
- D. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- E. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
- G. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- H. Plain Steel Wire: ASTM A 82.
- I. Deformed-Steel Wire: ASTM A 496.
- J. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, deformed.
- K. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- L. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.
- M. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- N. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar

supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- O. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.
- P. Zinc Repair Material: ASTM A 780.

2.03 CONCRETE MATERIALS

- A. Cementitious Material: Use one of cementitious materials, of the same type, brand, and source throughout the Project:
1. Portland Cement
- B. Normal-Weight Aggregates: ASTM C 33, Class coarse aggregate, uniformly graded. Conform to ODOT specifications for highway construction. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures as allowed by ODOT specifications for highway construction.
- F. Calcium chloride shall not be permitted in concrete mixtures.

2.04 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
1. Products: Conform to ODOT.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
1. Products: Conform to ODOT.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.
1. Products: Conform to ODOT.

2.05 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
1. Color: As indicated by manufacturer's designation Match Architect's sample As selected by Architect from manufacturer's full range.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:
 - 1. Types I and II, non-load bearing IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.
 - 1. Products: Conform to ODOT.

2.06 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952E, Type II, with drying time of less than 45 minutes.
 - 1. Color: As indicated.

2.07 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete to conform to ODOT specifications for highway construction for properties.
 - 1. Compressive Strength (28 Days): 4,000 psi Maximum Water-Cementitious Materials
 - 2. Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 5 to 7 percent
- D. Chemical Admixtures: Conform to ODOT specifications for highway construction.
 - 1. Use water-reducing admixture high-range, water-reducing admixture high-range, water-reducing and retarding admixture plasticizing and retarding admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Cementitious Materials: Conform to the ODOT specifications for highway construction Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.
 - 1. Fly Ash or Pozzolan: 25 percent.
 - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete mixes larger than 1 cu. yd, increase mixing time by 15 seconds for each additional 1 cu. yd.
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 50 tons.
 - 3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/4 inch require correction according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.02 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Precautions to protect fresh concrete from developing plastic shrinkage cracks must be taken in advance of concrete placement when evaporation rate due to any combination of temperature, humidity, and wind velocity is expected to approach 0.2 lb./sq. ft./hr. as determined by Figure 2.1.5 of ACI 305. Acceptable precautions to reduce the rate of evaporation include use of wind breaks, monomolecular film evaporation retarders, fog spray, covering with polyethylene sheeting, or wet cover.

3.03 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- F. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.05 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 2. Provide tie bars at sides of pavement strips where indicated.
 - 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade (within 12 hours of concrete pour), or otherwise damage surface and before developing random contraction cracks.
 - 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated and at construction joints. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Place top layer of concrete, strike off, and screed.
 - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- L. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- M. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- N. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.

2. Do not use frozen materials or materials containing ice or snow.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- O. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.07 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Initial floating operation is included in "Concrete Placement" Article.
- C. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.08 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. **Moisture-Retaining-Cover Curing:** Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. **Curing Compound:** Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.09 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. **Elevation:** 1/4 inch .
2. **Thickness:** Plus 3/8 inch, minus 1/4 inch.
3. **Surface:** Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
4. **Lateral Alignment and Spacing of Tie Bars and Dowels:** 1 inch.
5. **Vertical Alignment of Tie Bars and Dowels:** 1/4 inch.
6. **Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge:** 1/2 inch.
7. **Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge:** Length of dowel 1/4 inch per 12 inches.
8. **Joint Spacing:** 3 inches.
9. **Contraction Joint Depth:** Plus 1/4 inch, no minus.
10. **Joint Width:** Plus 1/8 inch, no minus.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete pavement to cure for 21 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 1. Spread glass beads uniformly into wet pavement markings at a rate of 6 lb/gal.

3.11 FIELD QUALITY CONTROL

- A. **Testing Agency:** a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. **Testing Services:** Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. **Testing Frequency:** Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. **Slump:** ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 3. **Air Content:** ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.12 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321373

CONCRETE PAVING JOINT SEALANTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Expansion and contraction joints within cement concrete pavement.
 - 2. Joints between cement concrete and asphalt pavement.
- B. Related Sections include the following:
 - 1. Division 07 Section "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.
 - 2. Division 32 Section "Concrete Paving" for constructing joints in concrete pavement.

1.03 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- C. Qualification Data: For Installer.
- D. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Submit not fewer than four pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
 - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing of current sealant products within a 36-month period preceding the commencement of the Work.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 for testing indicated, as documented according to ASTM E 548.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.06 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet or covered with frost.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.02 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

2.03 COLD-APPLIED JOINT SEALANTS

- A. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
 1. Products:
 - a. Crafcro Inc.; Road Saver Silicone SL.
 - b. Dow Corning Corporation; 890-SL.

2.04 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

2.05 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of backer materials.
 - 2. Do not stretch, twist, puncture, or tear backer materials.
 - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.04 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.05 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 321373

**SECTION 329223
SODDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.02 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.03 REFERENCE STANDARDS

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; 2006.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Certificate: Certify grass species and location of sod source.

1.05 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Project location.
- B. Installer Qualifications: Company approved by the sod producer.

1.06 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod in rolls. Protect exposed roots from dehydration.
- B. Protect exposed roots from dehydration.
- C. Do not deliver more sod than can be laid within 24 hours.

1.08 MAINTENANCE

- A. See Section 017000 - Execution and Closeout Requirements, for additional requirements relating to maintenance service.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sod: TPI, Certified Turfgrass Sod quality; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
 - 1. Bermuda Grass Type 'Astro'.
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- C. Fertilizer: Recommended for specified grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated

by analysis.

- D. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

2.02 ACCESSORIES

- A. Biodegradable Stakes (if slope requires): EDS-6D (6") by Ecoturf Midwest Inc.; www.ecoturfmidwest.com
- B. Herbicide: Pre and Post Emergent Herbicide effective for controlling the germination or growth of weeds.

2.03 SOURCE QUALITY CONTROL

- A. Provide analysis of topsoil fill under provisions of Section 014000.
- B. Submit topsoil testing analysis for review:
 - 1. Analyze to ascertain percentage of nitrogen, phosphorus, potash soluble salt content, organic matter content, and pH value.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this section.

3.02 PREPARATION

- A. Scarify subsoil to a depth of 6-inches.
- B. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels profile and contours. Make change in grade gradual. Blend slopes into level areas.
- C. Remove foreign materials, stone 1/2" in size and greater, weeds, and undesirable plants and their roots. Remove contaminated subsoil.

3.03 PLACING TOPSOIL

- A. Spread approved topsoil to a minimum compacted depth of six inches over area to be sodded. Prepare until smooth.
 - 1. Existing topsoil excavated and stockpiled on-site may be utilized.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage away from structures.
- E. Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.
- F. Restore soils compacted more than 85% standard proctor density as a result of construction operations.

3.04 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions at a rate of 3 lb./100 square feet.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

- A. Sod all areas disturbed by construction.
- B. Moisten prepared surface immediately prior to laying sod.
- C. Remove and dispose of plastic net backing.

- D. Lay sod immediately after delivery to site to prevent deterioration. Sod pallet time shall not exceed 24 hours.
- E. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- F. Where new sod adjoins existing grass areas, align top surfaces.
- G. Install biodegradable stakes as required to secure sod on slopes 6 inches per foot or steeper per manufacturer's requirements.
- H. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1 inch (25 mm) below top of hard surface.
- I. Water sodded areas immediately after installation. Saturate sod to 3 inches (76 mm) of soil which is approximately 1-inch of water per day for the first 2-3 weeks.
- J. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.06 MAINTENANCE

- A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.
- B. Contractor shall water (irrigated and non-irrigated) sodded areas as required until grass is well established and exhibits a vigorous growing condition.
- C. Mowing:
 - 1. Astro Bermuda:
 - a. Mow grass at regular intervals to maintain at a maximum height of 2-inches. Do not cut more than 1/3 of grass blade at any one mowing.
 - b. Mow every 5-7 days during the active growing season.
- D. Neatly trim edges and hand clip where necessary.
- E. Roll surface to remove irregularities.
- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions for the specified turfgrass type. Remedy damage resulting from improper use of herbicides.
- G. Immediately replace sod to areas that show deterioration or bare spots.
- H. Watering Post Establishment:
 - 1. Apply 1-inch of water in a single application about once per week during hot and dry conditions. To promote a deep, durable root system, deep soaking water applications are preferred over short and frequent shallow water applications.

END OF SECTION

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SECTION 334100
STORM UTILITY DRAINAGE PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes gravity-flow, nonpressure storm drainage outside the building, with the following components:
 - 1. Drains & pipes.
 - 2. Storm Inlets
 - 3. Precast concrete manholes.
 - 4. Concrete headwalls

1.03 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene-monomer rubber.
- B. LLPE: Linear low-density, polyethylene plastic.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. TPE: Thermoplastic elastomer.

1.04 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water. Pipe joints shall be at least silt tight, unless otherwise indicated.

1.05 SUBMITTALS

- A. Product Data: For the following:
 - 1. Catch Basins
 - 2. Pipe and fittings
 - 3. Manholes
 - 4. Stormwater Inlets
 - 5. ODOT concrete end sections
- B. Shop Drawings: For the following:
 - 1. Catch Basins and Stormwater Inlets. Include plans, elevations, sections, details, and frames, covers, and grates.
- C. Field quality-control test reports.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes, catch basins, and stormwater inlets according to manufacturer's written rigging instructions.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

2.02 PE PIPE AND FITTINGS

- A. Corrugated PE Drainage Pipe and Fittings NPS 10 and Smaller: AASHTO M 252M, Type S, with smooth waterway for coupling joints.
 - 1. Silt tight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings.
- B. Corrugated PE Pipe and Fittings NPS 12 to NPS 48: AASHTO M 294M, Type S, with smooth waterway for coupling joints.
 - 1. Silt tight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
- C. Corrugated PE Pipe and Fittings NPS 56 and NPS 60: AASHTO MP7, Type S, with smooth waterway for coupling joints.
 - 1. Silt tight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.

2.03 PVC PIPE AND FITTINGS

- A. PVC Water-Service Pipe and Fittings: ASTM D 1785, Schedule 40 pipe, with plain ends for solvent-cemented joints with ASTM D 2466, Schedule 40, socket-type fittings.
- B. PVC Sewer Pipe and Fittings, NPS 15 (DN 375) and Smaller: ASTM D 3034, SDR 35 with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.
- C. PVC Sewer Pipe and Fittings, NPS 18 (DN 450) and Larger: ASTM F 679, T-[1] [2] wall thickness, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.
- D. PVC Profile Gravity Sewer Pipe and Fittings: ASTM F 794 pipe, with bell-and-spigot ends; ASTM D 3034 fittings, with bell ends; and ASTM F 477, elastomeric seals.

2.05 CONCRETE PIPE AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, with bell-and-spigot or groove and tongue ends.
 - 1. Gasketed joints with ASTM C 443, rubber gaskets, "omni-flex" or equal
 - 2. Class III, Wall A.

2.06 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.

2.07 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
 - 1. Top-Loading Classification(s): Extra-heavy duty.
 - 2. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

2.08 DRAINS

- A. As specified on plans, or equivalent.

2.09 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.

4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious materials ratio.
 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.10 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

2.11 PIPING INSTALLATION

- A. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

2.12 PIPE JOINT CONSTRUCTION

- A. Basic pipe joint construction is specified in Division 33 Section "Common Work Results for Utilities." Where specific joint construction is not indicated, follow piping manufacturer's written instructions.

2.13 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

2.14 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Install with top surfaces of components, except piping, flush with finished surface.
- C. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- D. Embed channel sections and drainage specialties in 4-inch (102-mm) minimum concrete around bottom and sides.
- E. Fasten grates to channel sections if indicated.
- F. Assemble channel sections with flanged or interlocking joints.
- G. Embed channel sections in 4-inch (102-mm) minimum concrete around bottom and sides.

2.15 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Re-inspect and repeat procedure until results are satisfactory.

2.16 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

PART 3 EXECUTION

3.01 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.02 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
 - a. Shielded flexible couplings for same or minor difference OD pipes.
 - b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 2. Use pressure-type pipe couplings for force-main joints.
- B. Special Pipe Fittings: Use for pipe expansion and deflection. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

3.03 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
 3. Install piping with 36-inch minimum cover.
 4. Install piping below frost line.
 5. Install PE corrugated sewer piping according to CPPA's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
 6. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
 7. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

3.04 PIPE JOINT CONSTRUCTION

- A. Basic pipe joint construction is specified in Division 33 Section "Common Work Results for Utilities." Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure drainage piping according to the following:
 - 1. Join corrugated PE piping according to CPPA 100 and the following:
 - a. Use silt tight couplings for Type 1, silt tight joints.
 - 2. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric gasket joints.
 - 3. Join PVC profile gravity sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
 - 4. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints and proper tolerances for the Omni-flex gaskets.
 - 5. Join dissimilar pipe materials with nonpressure-type flexible couplings.
- C. Join dissimilar pipe materials with pressure-type couplings.

3.05 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use light-duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 - 2. Use medium-duty, top-loading classification cleanouts in paved foot-traffic areas.
 - 3. Use heavy-duty, top-loading classification cleanouts in vehicle-traffic service areas.
 - 4. Use extra-heavy-duty, top-loading classification cleanouts in roads areas.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.06 STORMWATER INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipaters at outlets, as indicated.

3.07 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.08 STORMWATER DISPOSAL SYSTEM INSTALLATION

- A. Piping Systems: Excavate trenches of width and depth, and install piping system, filter fabric, and backfill according to piping manufacturer's written instructions.

3.09 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Division 22 Section "Facility Storm Drainage Piping."
 - 1. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- B. Connect to sediment interceptors specified in Division 22 Section "Sanitary Waste Interceptors."

3.10 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
 - 1. Use warning tape over piping and over edges of underground structures.

3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Re-inspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
 - 5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
 - b. Option: Test plastic piping according to ASTM F 1417.
 - c. Option: Test concrete piping according to ASTM C 924.
 - d. Ductile-Iron Piping: Test according to AWWA C600, "Hydraulic Testing" Section.
 - e. PVC Piping: Test according to AWWA M23, "Testing and Maintenance" Chapter.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.12 CLEANING

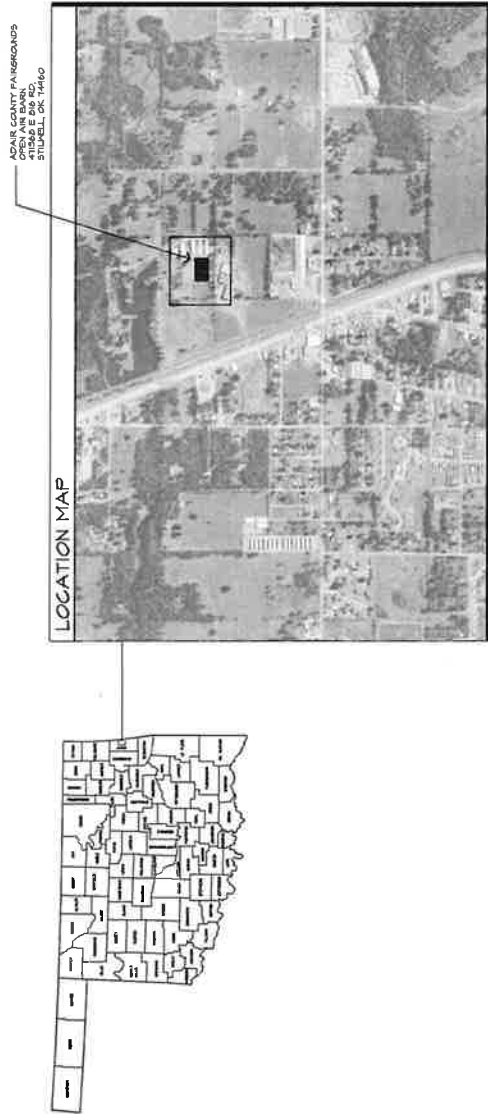
- A. Clean interior of piping of dirt and superfluous materials. Flush with potable water as required.

END OF SECTION 334100

ADAIR COUNTY FAIRGROUNDS OPEN AIR BARN

PROGRESS SET

Stilwell, Oklahoma



ALTERNATES

1. SAN SHADE

BASE BID: NO WORK

ALTERNATE BID: PROVIDE SAN SHADE AS INDICATED IN THE CONSTRUCTION DOCUMENTS

2. PLUMBING - CIVIL ARCHITECTURAL PLUMBING

BASE BID: NO WORK

ALTERNATE BID: ALL WORK ASSOCIATED WITH CIVIL ARCHITECTURAL AND PLUMBING

3. ELECTRICAL - CIVIL ARCHITECTURAL PLUMBING

BASE BID: WORK BY OWNER

ALTERNATE BID: ALL WORK ASSOCIATED WITH ELECTRICAL FOR CIVIL ARCHITECTURAL AND ELECTRICAL

4. FOUNDATIONS

BASE BID: WORK BY OWNER

ALTERNATE BID: ALL FOUNDATION WORK BY CONTRACTOR

5. SITE - ALL SITE WORK IS DONE IN PREPARATION FOR THE BUILDING INCLUDING DRAINAGE DESIGN CONTROL GRADING PAVING, AND FIRE PLANNING UTILITIES REFER TO ALTERNATES 12 AND 13

BASE BID: WORK BY OWNER

ALTERNATE BID: WORK BY CONTRACTOR

6. MECHANICAL

BASE BID: WORK BY OWNER

ALTERNATE BID: WORK BY CONTRACTOR

COVER SHEET

GENERAL

CS001

TOPOGRAPHIC SURVEY

CS002

DESIGN CONTROL PLAN

CS003

PAVING PLAN

CS004

GRADING PLAN

CS005

PROPOSED DRAINAGE AREA MAP

CS006

FIRE PLAN

CS007

DETAIL SHEET 1

ARCHITECTURAL

FLOOR PLAN, RPT, ROOF PLAN, ELEV, SECTIONS, DETAILS

STRUCTURAL

SD001

NOTATION PARAMETERS AND GENERAL STRUCTURAL

SD002

STRUCTURAL SPECIAL INSPECTIONS

SD003

FOUNDATION DETAILS

MECHANICAL, ELECTRICAL AND PLUMBING

ME001

MECHANICAL GENERAL NOTES & LEGENDS, PLAN AND

ME002

ELECTRICAL SPECIFICATIONS

ME003

ELECTRICAL SPECIFICATIONS

ME004

PLUMBING GENERAL NOTES & LEGENDS, PLAN AND

ME005

PLUMBING SPECIFICATIONS

ME006

PLUMBING SPECIFICATIONS

ME007

PLUMBING SPECIFICATIONS

ME008

PLUMBING SPECIFICATIONS

ME009

PLUMBING SPECIFICATIONS

ME010

PLUMBING SPECIFICATIONS

ME011

PLUMBING SPECIFICATIONS

ME012

PLUMBING SPECIFICATIONS

ME013

PLUMBING SPECIFICATIONS

ME014

PLUMBING SPECIFICATIONS

ME015

PLUMBING SPECIFICATIONS

ME016

PLUMBING SPECIFICATIONS

ME017

PLUMBING SPECIFICATIONS

ME018

PLUMBING SPECIFICATIONS

ME019

PLUMBING SPECIFICATIONS

ME020

PLUMBING SPECIFICATIONS

SURVEY NOTE:
THIS SHEET IS FOR THE CONVENIENCE OF THE CONTRACTOR. IT IS INTENDED FOR GENERAL SURVEY INFORMATION ONLY. SURVEY INFORMATION WAS REPRODUCED BY ELECTRONIC TRANSFER FROM THE SURVEYOR'S ORIGINAL SURVEY DRAWINGS AVAILABLE FROM THE SURVEYOR.

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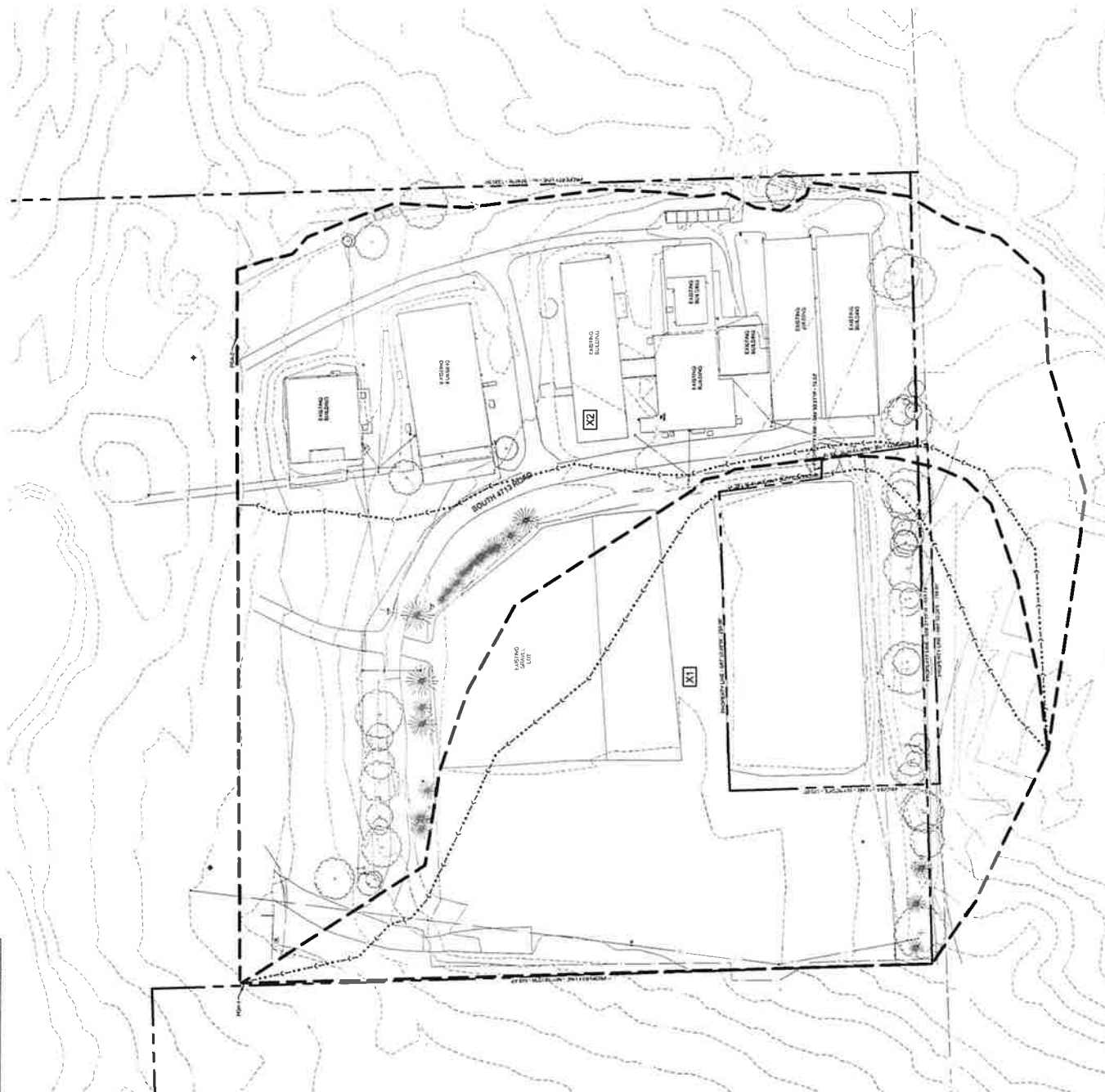
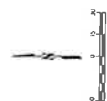
ADAIR COUNTY FAIRGROUNDS OPEN AIR BARN
471368 E 816 Rd., SOWELL, OK 74560

Abu

UNCLASSIFIED
240153
EJL
11/2025
INSTRUCTION
DOCUMENTS

**EXISTING
DRAINAGE AREA
AP**

C501



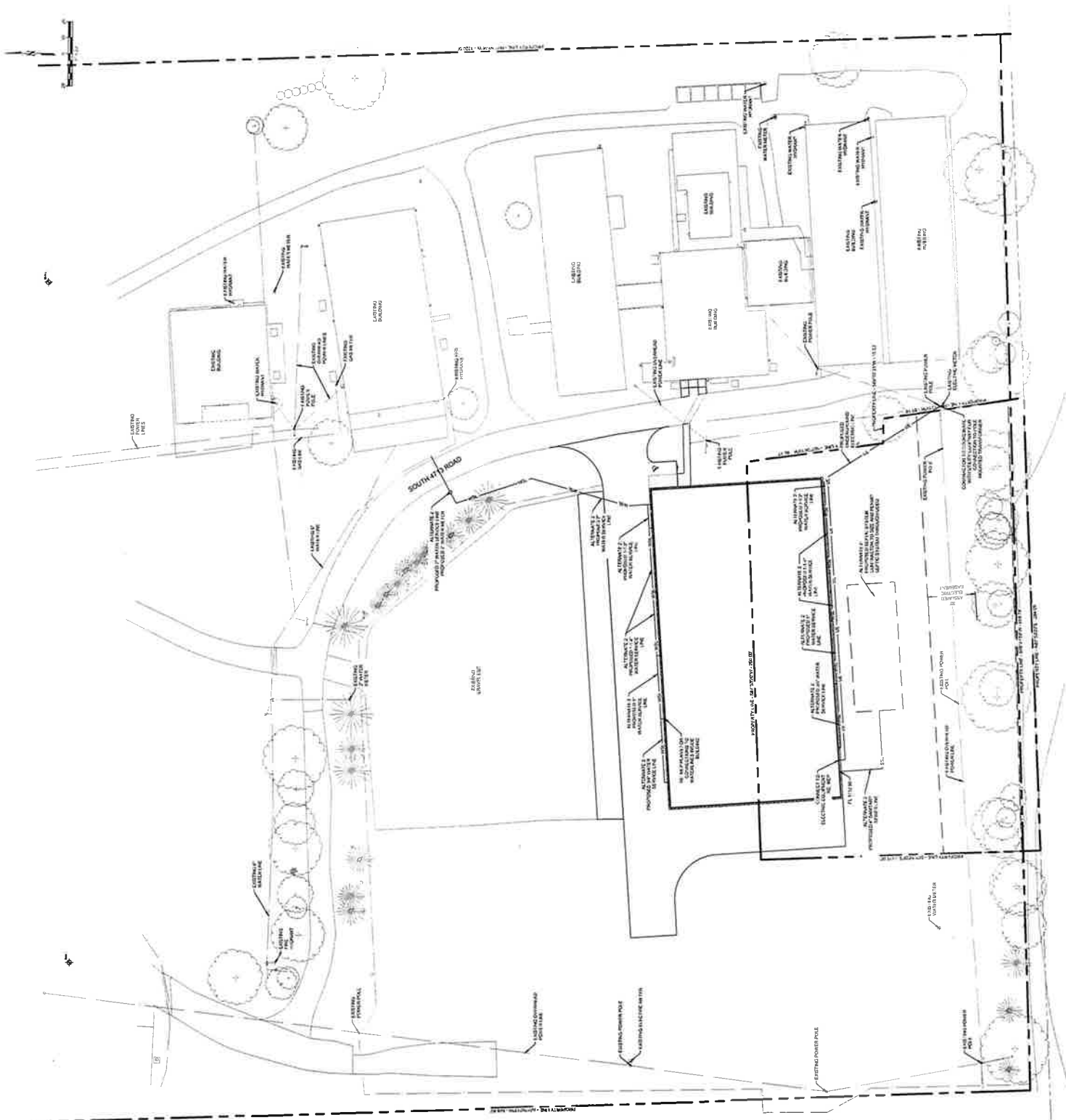
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10/10/2010	09:00	STATION 3	ARRIVAL	2nd STOP
10/10/2010	09:30	STATION 4	ARRIVAL	3rd STOP
10/10/2010	10:00	STATION 5	ARRIVAL	4th STOP
10/10/2010	10:30	STATION 6	ARRIVAL	5th STOP
10/10/2010	11:00	STATION 7	ARRIVAL	6th STOP
10/10/2010	11:30	STATION 8	ARRIVAL	7th STOP
10/10/2010	12:00	STATION 9	ARRIVAL	8th STOP
10/10/2010	12:30	STATION 10	ARRIVAL	9th STOP
10/10/2010	13:00	STATION 11	ARRIVAL	10th STOP
10/10/2010	13:30	STATION 12	ARRIVAL	11th STOP
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10/10/2010	17:30	STATION 20	ARRIVAL	19th STOP
10/10/2010	18:00	STATION 21	ARRIVAL	20th STOP
10/10/2010	18:30	STATION 22	ARRIVAL	21st STOP
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10/10/2010	15:00	STATION 63	ARRIVAL	62nd STOP
10/10/2010	15:30	STATION 64	ARRIVAL	63rd STOP
10/10/2010				

LEGEND

— • • • — DIRECT LOW PATH

— — — — — LOWEST AVAILABLE

X1 FULL SCALE

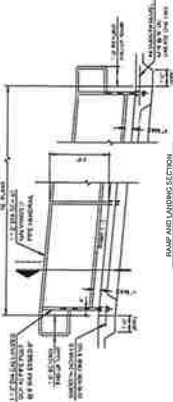


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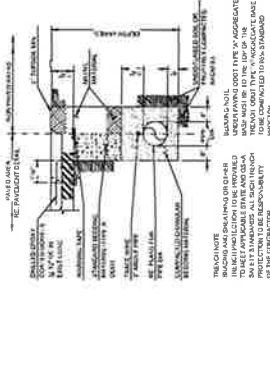
LEGEND:

Disease	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999
Alcoholism	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500
Asthma	15,000	16,000	17,000	18,000	19,000	20,000	21,000	22,000	23,000	24,000
Bacterial pneumonia	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500
Bipolar disorder	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500	9,000	9,500
Breast cancer	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	34,000
Cardiovascular disease	45,000	44,000	43,000	42,000	41,000	40,000	39,000	38,000	37,000	36,000
Chronic obstructive pulmonary disease	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Cocaine abuse	3,000	3,500	4,000	4,500	5,000	5,500	6,000	6,500	7,000	7,500
Cold and flu	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000	28,000	29,000
Depression	18,000	19,000	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000
Diabetes	10,000	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000
Epilepsy	7,000	7,500	8,000	8,500	9,000	9,500	10,000	10,500	11,000	11,500
HIV/AIDS	1,000	1,500	2,000	3,000	4,000	6,000	10,000	15,000	20,000	25,000
Hypertension	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000	38,000	39,000
Influenza	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Ischemic heart disease	35,000	34,000	33,000	32,000	31,000	30,000	29,000	28,000	27,000	26,000
Lung cancer	18,000	19,000	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000
Major depressive disorder	15,000	16,000	17,000	18,000	19,000	20,000	21,000	22,000	23,000	24,000
Mental retardation	8,000	8,500	9,000	9,500	10,000	10,500	11,000	11,500	12,000	12,500
Mitral valve disease	4,000	4,500	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500
Musculoskeletal disorders	22,000	23,000	24,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000
Narcotics abuse	2,000	2,500	3,000	3,500	4,000	4,500	5,000	5,500	6,000	6,500
Nervous system disorders	10,000	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000
Obesity	5,000	6,000	7,000	8,000	9,000	10,000	11,000	12,000	13,000	14,000
Osteoarthritis	15,000	16,000	17,000	18,000	19,000	20,000	21,000	22,000	23,000	24,000
Parkinson's disease	3,000	3,500	4,000	4,500	5,000	5,500	6,000	6,500	7,000	7,500
Pneumonia	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500
Prostate cancer	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000	20,000	21,000
Schizophrenia	6,000	6,500	7,000	7,500	8,000	8,500	9,000	9,500	10,000	10,500
Serious mental illness	10,000	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000
Sickle cell anemia	4,000	4,500	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,500
Stroke	20,000	19,000	18,000	17,000	16,000	15,000	14,000	13,000	12,000	11,000
Tuberculosis	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500

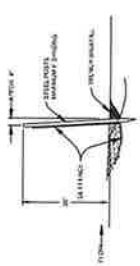




ADA RAMP DETAIL
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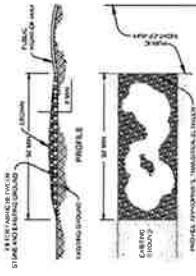


PIPE TRENCH-ALL PIPES EXCEPT STORM SEWER
SCALE: 1" = 1'-0"



1. FENCE SHALL BE INSTALLED TO PREVENT EROSION OF SOIL.
2. THE TOP OF THE FENCE SHALL BE MINIMUM 3' TO 4' WIDE TO ALLOW FOR TRAFFIC.
3. FENCE SHALL BE INSTALLED TO PREVENT EROSION OF SOIL.
4. BUT FENCE SHALL BE INSTALLED TO PREVENT EROSION OF SOIL.
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10. BUT FENCE SHALL BE INSTALLED TO PREVENT EROSION OF SOIL.

SILT FENCE DETAIL
SCALE: 1" = 1'-0"



CONCRETE CLEANOUT
SCALE: 1" = 1'-0"

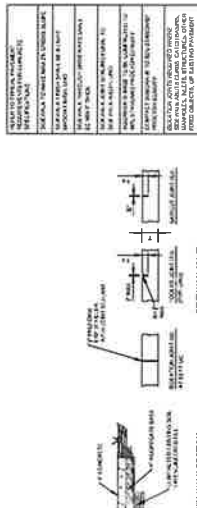
1. CONCRETE CLEANOUT SHALL BE INSTALLED TO PREVENT EROSION OF SOIL.
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CONCRETE CLEANOUT
SCALE: 1" = 1'-0"



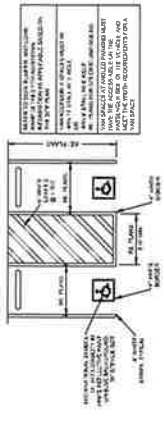
GRAVEL PAVEMENT
SCALE: 1" = 1'-0"

A TYPICAL PAVEMENT SECTIONS
SCALE: 1" = 1'-0"



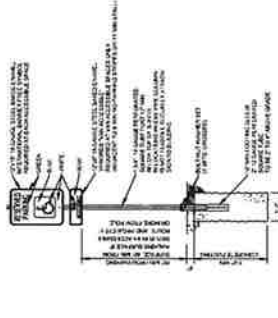
SIDEWALK DETAIL
SCALE: 1" = 1'-0"

B SIDEWALK
SCALE: 1" = 1'-0"



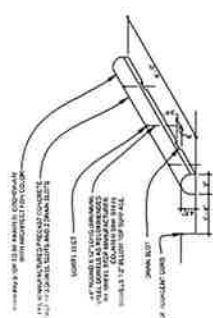
ACCESSIBLE STRIPING
SCALE: 1" = 1'-0"

C ACCESSIBLE STRIPING
SCALE: 1" = 1'-0"



ACCESSIBLE SIGNAGE
SCALE: 1" = 1'-0"

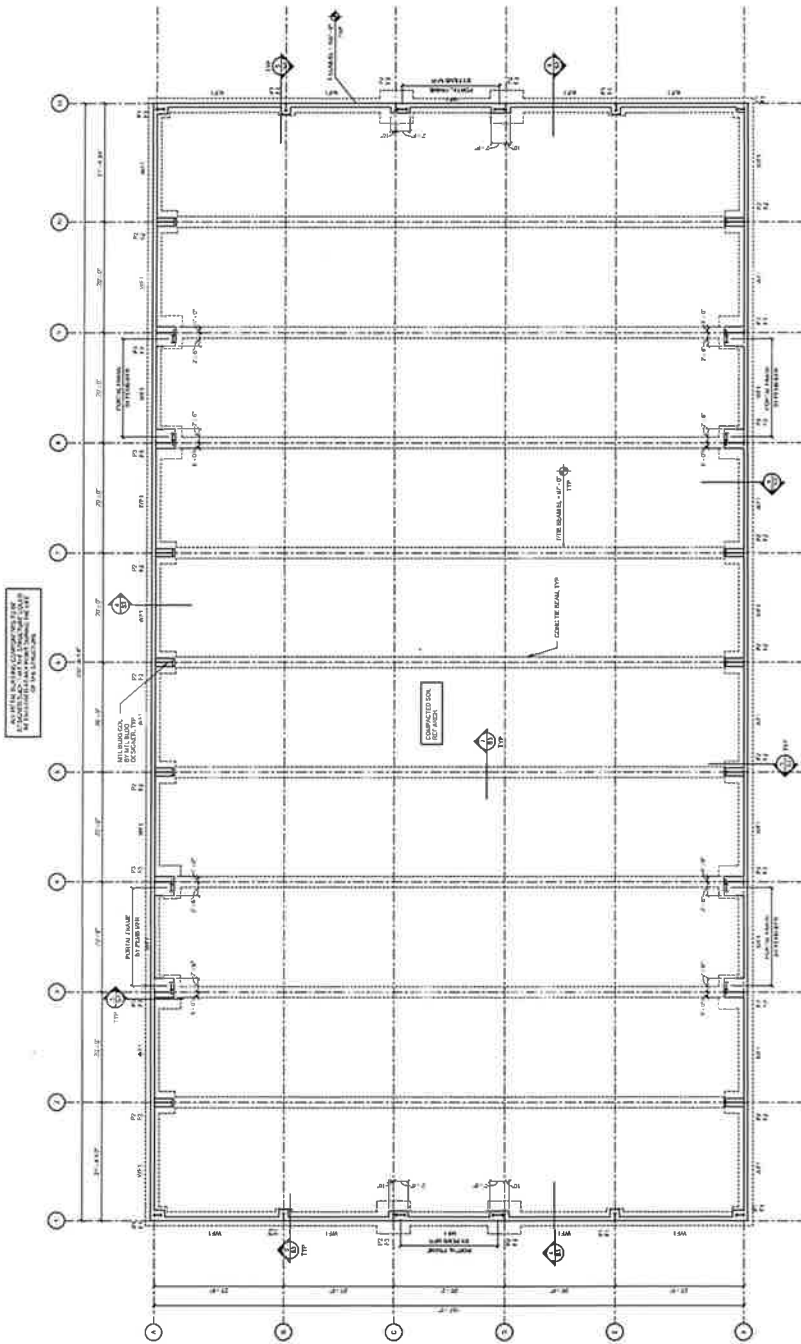
D ACCESSIBLE SIGNAGE
SCALE: 1" = 1'-0"



WHEELSTOP
SCALE: 1" = 1'-0"

E WHEELSTOP
SCALE: 1" = 1'-0"

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1997-1998

- ... BE INSTALLED TO SLIDE TO CHAIN PORTS WHERE CONNECTIONS ARE MADE. THE CHAIN MUST BE INSTALLED BY FACILITY PERSONNEL. THE CHAIN MUST BE INSTALLED BY FACILITY PERSONNEL. THE CHAIN MUST BE INSTALLED BY FACILITY PERSONNEL.

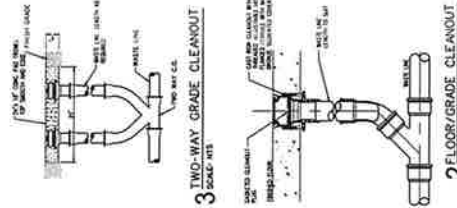
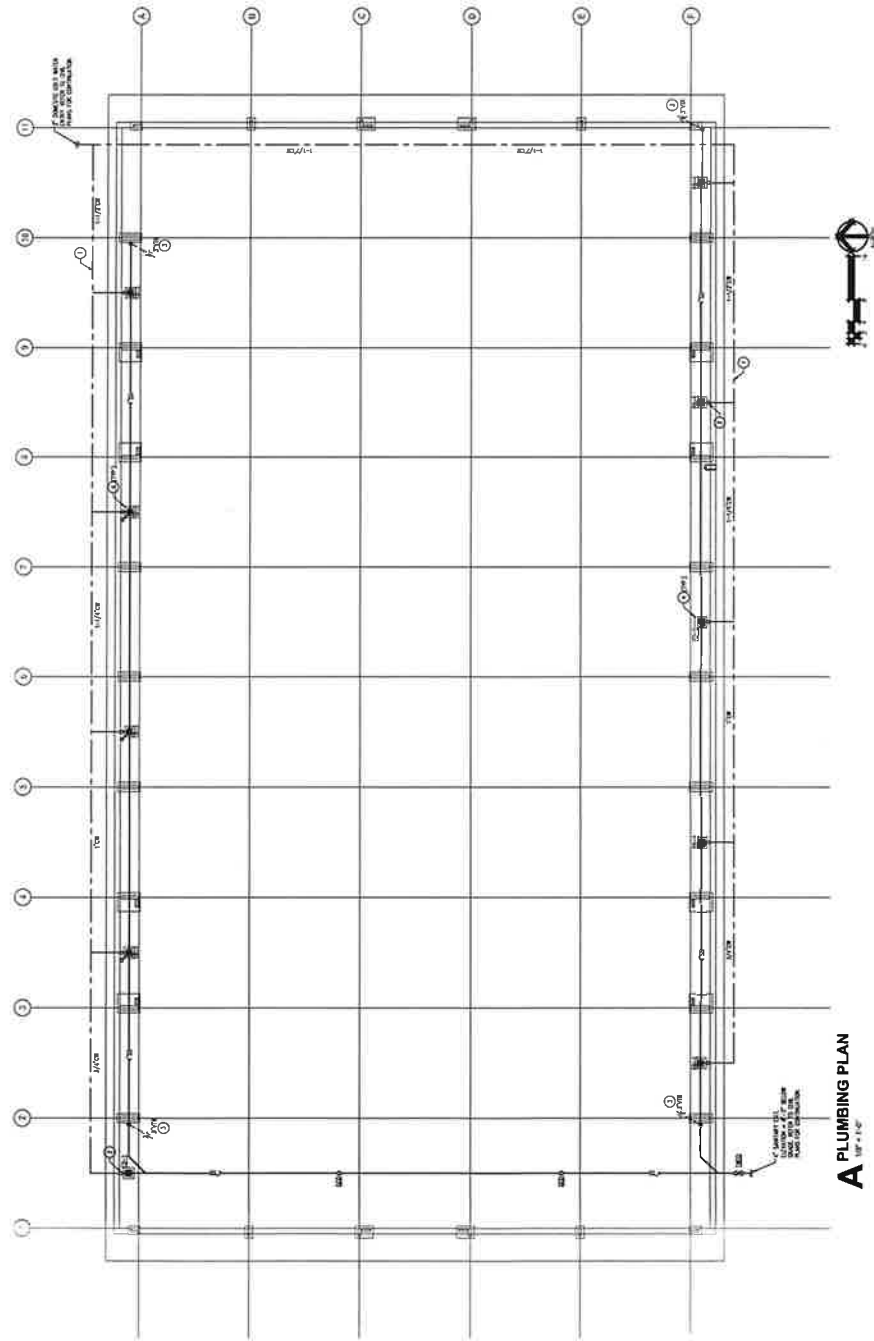
1. All NMR and IR measurements were carried out with Bruker Avance 400 and Avance 500 spectrometers. The NMR spectra were recorded in CDCl₃ and the IR spectra were recorded in KBr pellets.

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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

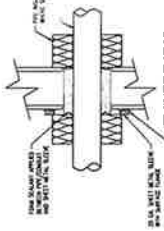
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1. WATER SHALL BE RUN UNDER HOTTER THAN UNDER COLD CONDITIONS WITH STEADY-STATE CONDITIONS FOR REQUIRED CP/M.

- [illegible]



PIPE PENETRATION



LIGHTING LAYOUT SYMBOLS					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	
	1.000		2.000		3.000
	4.000		5.000		6.000
	7.000		8.000		9.000
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ELECTRICAL PANEL SCHEDULE									
NO.	DESCRIPTION	TYPE	VOLTS	PHASES	AMPS	TERMINALS	NOTES	DATE	BY
1	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		
2	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		
3	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		

ELECTRICAL PANEL SCHEDULE									
NO.	DESCRIPTION	TYPE	VOLTS	PHASES	AMPS	TERMINALS	NOTES	DATE	BY
1	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		
2	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		
3	MAIN	MAIN	480	3	1000	120	1. 480V, 3PH, 3W, 4W, 5W, 6W, 7W, 8W, 9W, 10W, 11W, 12W, 13W, 14W, 15W, 16W, 17W, 18W, 19W, 20W, 21W, 22W, 23W, 24W, 25W, 26W, 27W, 28W, 29W, 30W, 31W, 32W, 33W, 34W, 35W, 36W, 37W, 38W, 39W, 40W, 41W, 42W, 43W, 44W, 45W, 46W, 47W, 48W, 49W, 50W, 51W, 52W, 53W, 54W, 55W, 56W, 57W, 58W, 59W, 60W, 61W, 62W, 63W, 64W, 65W, 66W, 67W, 68W, 69W, 70W, 71W, 72W, 73W, 74W, 75W, 76W, 77W, 78W, 79W, 80W, 81W, 82W, 83W, 84W, 85W, 86W, 87W, 88W, 89W, 90W, 91W, 92W, 93W, 94W, 95W, 96W, 97W, 98W, 99W, 100W		

