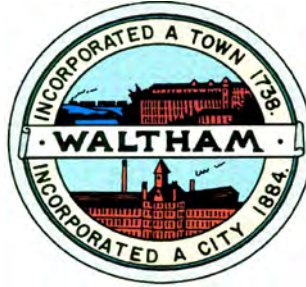


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

CHESTER BROOK DRAIN REPLACEMENT, 2023

Virtual Zoom Bid Opening: Wednesday June 14th, 2023 at 11:00AM

Voluntary Pre-Bid Meeting: Thursday June 1st, 2023 at 11:00AM

(Meet at 119 School Street Auditorium)

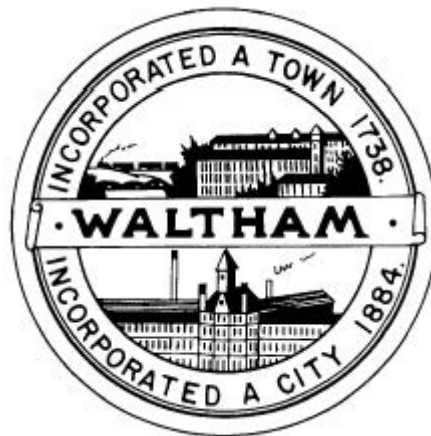
Last Day for Written Question: Friday June 2nd, 2023 by Noon

(Via E-Mail Only to cphilpott@city.waltham.ma.us)

CITY OF WALTHAM, MASSACHUSETTS

**CONTRACT DOCUMENTS
&
SPECIFICATIONS**

**CHESTER BROOK DRAIN
REPLACEMENT PROJECT**



**Prepared by:
GCG Associates, Inc.
84 Main Street
Wilmington, MA 01887**

August 2022

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>TITLE</u>
<u>DIVISION 0</u>	
00010	Invitation to Bid
00100	Instructions and Information for Bidders
00300	Bid Form
00400	Bid Compliance Documents
00500	Agreement – Additional Contract Documents
00700	General Conditions
00810	Supplemental Conditions
00811	Monthly Price Adjustment for Hot Mix Asphalt (HMA) Mixtures
00812	Monthly Price Adjustment for Diesel Fuel and Gasoline
00813	Price Adjustment for Structural Steel and Reinforcing Steel
00814	Price Adjustment for Portland Cement Concrete Mixes
00815	Base Prices
00820	Additional Articles, State Rates and Forms
00821	Permits
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
01000	General Requirements
01010	Summary of Work
01025	Measurement and Payment
01050	Abbreviations
01105	Rodent Control
01300	Submittals
01381	Audio-Video Taping
01500	Temporary Provision & Protection of Utilities and Properties
01562	Dust Control
01567	Pollution Control & Environmental Protection
01570	Traffic Control and Policing
01710	Cleaning Up
<u>DIVISION 2 - SITE WORK</u>	
02016	Pre/Post Construction Survey
02100	Site Preparation
02110	Clearing and Grubbing
02200	Earthwork
02221	Rock Excavating and Disposal
02224	Fill and Backfill Materials
02226	Sand Blanket
02250	Compaction Control and Testing
02270	Slope Protection/Erosion Control
02274	Riprap
02380	Sheeting and Bracing

02401	Dewatering
02575	Paving and Road Construction
02601	Drain Manholes, Frames and Covers
02612	Reinforced Concrete Pipe
02628	Connections to Existing Facilities
02728	Modification and connections to Existing Structures
02729	Cleaning of Drains and Disposal of Materials
02731	Handling Existing Flows
02910	Establishment of Growth
02995	Miscellaneous Work and Cleanup

DIVISION 3 – CONCRETE

03300	Cast-in-Place Concrete Sidewalks
03400	Precast Concrete Structures and Manholes
03600	Grout

DIVISION 4 – MASONRY

04100	Mortar
04200	Masonry Work

DIVISION 32 – FENCES AND GATES

32310	Chain Link Fences and Gates
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APPENDIX – I

Order of Conditions (Mass DEP #316-0797)

APPENDIX – II

Plan Set Sheet 3 – Drain Revision

INCLUDED SEPARATELY

Project Construction Drawings entitled “City of Waltham, Massachusetts, Chester Brook Drain Replacement Project.” Dated August 26, 2022, prepared by GCG Associates, Inc.

SECTION 00010

INVITATION TO BID

Chester Brook Drain Replacement Project

Location of Work: City of Waltham Massachusetts. Sealed Bids for construction of the **Chester Brook Drain Replacement Project** will be received by Crystal Philpott, Purchasing Department 610 Main Street Waltham, Massachusetts until **11:00 a.m., Wednesday June 14th, 2023** at which time and place all bids will be publicly opened via Zoom and bids read aloud. See the City's website for meeting details. Bids submitted after this time will not be accepted. The project involves the following major items:

1. Remove approximately 270 linear feet of existing 15-inch diameter drainpipe and a drain manhole.
2. Install approximately 255 linear feet of 36-inch diameter reinforced concrete drainpipe and 5-foot diameter drain manhole.
3. Install cemented stone masonry concrete headwall with rip-rap apron.
3. Clearing and grubbing of existing vegetation and removal of 25 existing trees.
4. Planting 46 new trees and 28 new shrubs, loam and seed all disturbed areas.

Contract Documents may be obtained by visiting the City's web site at www.city.waltham.ma.us/open-bids after **10:00 a.m., May 24th, 2023.**

BID SECURITIES shall be in amount of 5% of the bid and in the form of a certified check drawn upon a bank within the State of Massachusetts or a bid bond executed by a surety company authorized to do business in Massachusetts, made payable to the **OWNER**.

The successful bidder must furnish a 100% **PERFORMANCE** and **PAYMENT BOND** and will be required to execute the Contract Agreement within five (5) days following notification of the acceptance of his Bid. The **OWNER** reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, and to omit any item or items deemed advisable for the best interests of the **OWNER**. The award of the contract may be contingent upon the appropriation of funds by the Waltham City Council. All costs associated with the preparation of the bids shall be the responsibility of the bidder, regardless of whether or not the Contract is awarded.

END OF SECTION

SECTION 00100

INSTRUCTIONS AND INFORMATION FOR BIDDERS

PART 1 GENERAL

- 1.01 SCHEDULE OF DATES
- 1.02 SCOPE OF WORK
- 1.03 EXAMINATION
- 1.04 QUESTIONS
- 1.05 OMISSIONS AND DISCREPANCIES
- 1.06 BIDDER'S QUALIFICATIONS
- 1.07 INFORMATION NOT GUARANTEED
- 1.08 SUBSTITUTION
- 1.09 BIDS
- 1.10 ITEMS, INDETERMINATE ITEMS, AND COMPARISON OF BIDS
- 1.10 TIME FOR COMPLETION
- 1.11 BID SECURITY
- 1.12 SUBCONTRACTORS
- 1.13 FORMS TO BE COMPLETED FOR BIDDING
- 1.14 BONDS
- 1.15 EXECUTION OF CONTRACT
- 1.16 INSURANCE CERTIFICATES
- 1.17 BID ITEM BREAKDOWN
- 1.18 LIQUIDATED DAMAGES
- 1.19 SALES AND USE TAXES
- 1.20 BID SUBMISSION
- 1.21 WITHDRAWAL OF BIDS
- 1.22 WAGE RATES
- 1.23 INFORMAL BIDS
- 1.24 RIGHT TO REJECT BIDS
- 1.25 BASIS OF AWARD
- 1.26 MANUFACTURER'S EXPERIENCE
- 1.27 ALTERNATES
- 1.28** **MBE/WBE PARTICIPATION –NOT REQUIRED IN THIS BID/CONTRACT**
- 1.29 PRICE ADJUSTMENT CLAUSE
- 1.30 CONTRACTOR'S CERTIFICATION

PART I GENERAL

- 1.01 SCHEDULE OF DATES
 - A. Advertisement appears in Central Register, Plans and Specifications ready for Bidders at www.city.waltham.ma.us/bids.
 - B. Addenda will be issued with interpretations as determined by the Purchasing Department only via e-mail and posting on the web site.

- C. **General Bids Deadline: 11:00 A.M. Wednesday June 14th, 2023** in the Purchasing Department, City Hall, 610 Main Street, Waltham, MA 02452, Attn: Purchasing Agent, where the bids will be open and read via ZOOM. See the City's website for meeting information.
- D. **Voluntary Pre-Bid Briefing:** Will be held at 119 School St Auditorium **11:00 A.M. Thursday June 1st, 2023.**
- E. Last Day for Written Questions: **12:00 P.M. Friday June 2nd, 2023.** Emailed to cphilpott@city.waltham.ma.us.

1.02 SCOPE OF WORK

- A. The location, general characteristics and principal details of the work are indicated on the set of accompanying drawings, titled **"Chester Brook Drain Replacement Project, City of Waltham, Massachusetts."**
- B. The successful bidder shall furnish all materials, labor, tools, and equipment, and perform all work required for the completion of this Contract.
- C. The word "Owner" as used herein shall mean the **"City of Waltham", Massachusetts.**

1.03 EXAMINATION

- A. Bidders must examine each of the Contract Documents that form the Contract, and become thoroughly familiar with the Contract Documents. The Contract Documents shall in no way relieve any bidder from any obligation in respect to his bid.

1.04 QUESTIONS

- A. Last Day for Written Questions: **12:00 P.M. Friday June 2nd, 2023**. Emailed to cphilpott@city.waltham.ma.us. No oral interpretation will be made to any bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. All questions shall be submitted in writing to the Engineer at least seven (7) days before the established date for bid opening. The Purchasing Dept will issue an Addenda, which shall become part of the Contract, all questions received as provided above, and his decision regarding each.

1.05 OMISSIONS AND DISCREPANCIES

- A. Should a bidder find discrepancies in and/or omissions from the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer, who shall send a written instruction for clarification to all prospective bidders.

1.06 BIDDER'S QUALIFICATIONS

- A. It is the purpose of the Owner not to award this Contract to any bidder who does not furnish satisfactory evidence that he has the ability and experience in this class of work and that he has sufficient capital to enable him to prosecute the work successfully and to complete it in the time named. The Owner's decision or judgment on these matters shall be final, conclusive, and binding.
- B. The Owner may take such investigations, as he deems necessary to determine the ability of the bidder to perform the work.
- C. No award will be made to any bidder who cannot meet all of the following requirements:
- (1) He shall not have defaulted on any contract within three years prior to the bid date.
 - (2) He shall maintain a permanent place of business.
 - (3) He shall have adequate personnel and equipment to perform the work expeditiously.
 - (4) He shall have suitable financial status to meet obligations incident to the work.

(5) He shall be registered with the Secretary of State to do business in Massachusetts.

(6) He shall not have failed to perform satisfactorily on contracts of similar nature.

(7) He shall not have failed to complete previous contracts on time.

1.07 INFORMATION NOT GUARANTEED

- A. All information given on the drawings or in the Contract Documents relating to test pits, subsurface conditions, and existing pipes and other structures is from the best sources presently available to the Owner. All such information and the drawings of existing construction are furnished only for the information and convenience of bidders.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the materials, pipes, or other structures encountered during construction will be the same as those indicated by the logs of test pits or by the information given on the drawings or in the Contract Documents.
- C. The bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.
- D. It further is agreed and understood that the bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of a claim or demand of any nature against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structure encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

1.08 SUBSTITUTION

- A. In the various detailed sections of the specifications where any item of equipment or product is specified by two or more manufacturer's names or trade names, with the addition of such expressions as "or approved equal", it is to be understood that equal quality equipment or products of either a manufacturer named or of a manufacturer not named, which meets the detailed requirements of the specifications is intended, subject to the approval of the Engineer as to the equality thereof. It is distinctly understood: (1) that the Engineer is to use his own judgment in determining whether or not any item of equipment or product proposed is equal in quality to that specified; (2) that the decision of the Engineer on all such questions of equality shall be final.
- B. If, subsequent to the award of the Contract, for the normally rare occurrences that it becomes necessary (because of delays in delivery, strikes, discontinuance of manufacture of items specified or the equal thereof) to use a different type than the equipment or product specified, or the approved equal thereof, the Engineer in his discretion may authorize the use of such different type equipment or product. Each such different type item (and possibly changes in other parts of the work related to the item) may be the same, more or less, in cost, than the item specified. In his request for

use of such different type item, the Contractor shall submit to the Engineer a complete description of the proposed item, including dimensions, operational characteristics, changes (if any) that will be required to other related parts of work, etc. He shall also submit to the Engineer in writing full information as to costs of the item specified, the cost of the different type item being proposed, as well as costs (additional or credits) of changes (if any) to any related parts of the work. Such information shall be in such form and detail as to permit the Engineer to check, to his satisfaction, the costs involved. Upon approval of such different type item, when the cost thereof is less or greater, the Engineer will authorize, in writing, the proper credits to be allowed the Owner, or the proper additional payments to be made to the Contractor.

1.09 BIDS

- A. All Bid proposals must be presented upon the blank bid form (section 00300) and be accompanied by the compliance forms in the bid documents (section 00400) to be considered complete, shall state the proposed price for the work, both in words and in figures, shall be signed by the bidder with his business address and place of residence and include the completed information in the bid documents.

1.10 ITEMS, INDETERMINATE ITEMS, AND COMPARISON OF BIDS

- A. The work to be done has been divided into items to enable each bidder to bid on the different portions of the work in accordance with his estimate of his cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the bid.

1.10 TIME FOR COMPLETION

- A. The Contractor will be required to complete the work under this Contract within the time stated in SECTION 00500 - AGREEMENT. Sixty (60) Days.

1.11 BID SECURITY

- A. Each bid must be accompanied by a bid deposit in the form of a bid bond, or a certified check, issued by a surety or a bank duly authorized to do business in the State of Massachusetts and made payable to the order of the Owner. Attorneys who sign bid bonds (or payment or performance bonds) must file with each bond a certified and effective dated copy of their power of attorney.
- B. The amount of the deposit shall be in an amount of not less than five percent (5%) of the bid.
- C. The deposit shall be enclosed in a sealed envelope containing the Proposal.
- D. Each bid deposit may be held by the Owner as security for fulfillment of the bidder's promises, set forth in his bid, that he will not withdraw his bid while it is being considered and will execute the Contract Agreement and furnish the required bonds

and insurance certificates if his bid is accepted. Should the bidder fail to fulfill such promises, his bid deposit shall become the property of or be payable to the Owner as payment for damages.

- E. Unless it shall become the property of or be payable to the Owner, said deposit shall be returned to the bidder as hereinafter provided. Deposits or bid bonds will be returned to all except the three lowest bidders within fifteen (15) days (Sundays and legal holidays excluded) after the formal opening of bids and to the three (3) lowest bidders within (5) days (Sundays and legal holidays excluded) after the Owner and the accepted bidder have executed the Contract Agreement. In the event that the Contract Agreement has not been executed by both the accepted bidder and the Owner within one hundred twenty (120) consecutive calendar days after the opening of the bids, bid security will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.
- F. None of the three (3) lowest bids shall be deemed rejected, notwithstanding acceptance of one of the bids, until the Contract Agreement has been executed by both the Owner and the Accepted bidder.

1.12 SUBCONTRACTORS

- A. Names of intended principal subcontractors must be listed in SECTION 00400 - FORM FOR SUBCONTRACTOR DESIGNATION. There shall be only one subcontractor named for each part of the work to be subcontracted. The Owner in no way implies acceptance of the intended subcontractors by acceptance of bids. Subcontractor acceptance shall be in accordance with SECTION 00700 - GENERAL CONDITIONS. The Contractor shall not be permitted to substitute subcontractors not listed in SECTION - 00400 without written approval of the Owner.

1.13 FORMS TO BE COMPLETED

- A. All forms within sections 00300 through 00400 will be completed as part of the Bid proposal.
- B. A Bid proposal may be rejected at the Owner's discretion if a complete Bid proposal is not submitted.

1.14 BONDS

- A. A Performance Bond and a Labor and Materials Payment Bond in the forms which are inserted with the Contract Agreement and each in the sum as herein specified and duly executed by the successful bidder as Principal and by a surety company qualified to do business under the laws of the State of Massachusetts and satisfactory to the Owner, as Surety, will be required for the faithful performance of the Contract, including maintenance of the work, and the payment for the labor and materials.

Performance Bond
Labor and Material Bond

Full amount of the Contract
Full amount of the Contract

- B. Performance and Labor and Material Payment Bonds must be furnished simultaneously with the delivery of the executed Contract by the successful bidder.

1.15 EXECUTION OF CONTRACT

- A. The bidder to whom the Contract is awarded will be required to execute the Contract Agreement and furnish the required Bonds within Five (5) days (Sundays and legal holidays excluded) after receipt of notification that the Contract Agreement is ready for signature.

1.16 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work under this Contract until he has submitted certificates covering all insurance called for under SECTION 007000 - GENERAL CONDITIONS and has obtained approval in writing of these certificates from the Engineer. The City of Waltham will be named additional insured on the certificate.

1.17 BID ITEM BREAKDOWN

- A. At least ten (10) days prior to the preparation of the first estimate for payment, the Contractor shall provide a complete breakdown of the cost of his work for each lump sum bid item. The breakdown shall be prepared in such a manner that it may be used as a basis for estimating the value of the work completed to the end of any month. The extent and basis of the breakdown shall be subject to the approval of the Engineer.

1.18 LIQUIDATED DAMAGES

- A. Should a Contractor fail to complete his work on or before the time set forth or as provided in the Contract Documents covering extension of time, the Owner may retain an amount as set forth in SECTION 00500 - AGREEMENT as liquidated damages for each calendar day in accordance with the provisions of that section.

1.19 SALES AND USE TAXES

- A. The bidder shall study all tax laws for the jurisdiction in which the work is done, particularly so-called "Sales and Use Taxes" for which he may be liable as a consumer or user of goods. The bid shall be made in accordance with such laws and shall include such taxes in the bid amount. The bidder shall also obtain, where applicable, sales and use tax exemption.

1.20 BID SUBMISSION

- A. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted, and the name and number of the Contract for which the bid is submitted. If forwarded by

mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as follows:

**Waltham City Hall
Purchasing Department
610 Main Street
Waltham, MA 02452**

ATTN: Chester Brook Drain Replacement Project

- B. The Owner will receive sealed bids until the time, and at the location designated in the INVITATION TO BID. Bids received after this time will not be accepted. All interested parties are invited to attend; bids will be opened publicly and read aloud.

1.21 WITHDRAWAL OF BIDS

- A. The attention of bidders is directed to the fact that, in submitting his bid, the bidder agrees that he will not withdraw it within one hundred twenty (120) consecutive calendar days after the actual date of the opening of bids.

- B. Upon proper request and identification, bids may be withdrawn as follows:

- (1) At any time prior to the designated time for the opening of bids.
- (2) Provided the bid has not been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

- C. Unless a bid is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by all parties thereto or until the Owner manifests that he does not intend to accept the bid. Notice of acceptance of a bid shall not constitute rejection of any other bid.

1.22 MINIMUM WAGE RATES

- A. Massachusetts Wage Rates, as determined, as determined by the Commission of the Department of Labor and Industries under provision of the Massachusetts General Laws, Chapter 149, Section 27 to 27A, as amended, apply to this project.

- B. State Wage Rates are attached to these specifications.

1.23 INFORMAL BIDS

- A. The Owner may reject as informal, bids that contain erasures not properly initialed, improperly executed, or incomplete bid documents. The Owner reserves the right to waive any informalities.

1.24 RIGHT TO REJECT BIDS

- A. The Owner reserves the right to reject any or all bids, to accept any bid, or to waive any informality on bids received. The Owner also reserves the right to omit any item or items that he deems advisable.
- B. A conditional or qualified bid will not be accepted. The Owner reserves the right to reject unbalanced bids.

1.25 BASIS OF AWARD

- A. The Contract will be awarded to the lowest responsible bidder. The Owner will require satisfactory proof that the low bidder is responsible and able to prosecute the work successfully in the time named. The Owner's decision on these matters shall be final.

1.26 MANUFACTURER'S EXPERIENCE

- A. Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

1.27 ALTERNATES

- A. Where alternate items of work are indicated in the Bid, bidders shall submit prices for all alternates. The Owner reserves the right to select the alternates deemed to be in the best interest of the owner.
- B. The Low Bidder will be determined on the basis of the sum of the base bid and the accepted additive alternates.

1.28 MBE/WBE PARTICIPATION –NOT REQUIRED IN THIS BID/CONTRACT

- A. The minimum percentage that must be contracted with minority-owned and/or women-owned businesses is stated in the Invitation to Bid.
- B. The apparent low Bidder must submit the SDO Certified Enterprise Participation Schedule and Letters of Intent from all of the firms listed on the Schedule within five (5) working days after receipt of bids. The City of Waltham may at their discretion, grant an extension of time to submit these documents, if deemed appropriate and in the public interest to do so. Submit the completed Participation Schedule and Letters of Intent to:
- C. The Bidder must submit prior to, and as a condition of Contract approval, signed subcontracts with all subcontractors or a purchase order or invoice from material suppliers or manufacturers listed on the Participation Schedule.

1.29 PRICE ADJUSTMENT CLAUSE

- A. See Section 00811 through 00814 for Hot Mix Asphalt Mixtures; Diesel Fuel and Gasoline; Structure Steel and Reinforcing Steel; and Portland Cement Concrete Mixes for Price Adjustment And Section 00815 for Base Prices.

1.30 CONTRACTOR'S CERTIFICATION

- A. All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
- B. The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.
- C. The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.

END OF SECTION

SECTION 00300

BID

PART 1 GENERAL

- 1.01 SCHEDULE OF BID ITEMS
- 1.02 DEFINITIONS OF TERMS AND ABBREVIATIONS USED IN THE BID

PART 2 BID

PART 1 GENERAL

- 1.01 SCHEDULE OF BID ITEMS
 - A. The following Schedule of Bid Items shall be completed in ink or typewritten. All item prices must be entered in both words and figures and extended by the Bidder. In case there is a discrepancy between the item prices shown in words and figures, the amount shown in words shall govern.
 - B. Where the Schedule of Items consists of more than one (1) item, the total bid price for the Contract, calculated as above and entered at the end of the schedule, is not a part of the Bid, but is to be used solely for the comparison of bids to determine the apparent low bidder. The Low Bidder will be determined based on the sum of the individual bid items.
 - C. Failure to submit a formal Bid in accordance with the requirements of the INSTRUCTIONS AND INFORMATION FOR BIDDERS will be considered sufficient grounds for rejection of the entire Bid Proposal.
 - D. Bidders must fill in a price for all items in the bid except for items Not In Contract (NIC).
 - E. Project Award: The project will be awarded to the lowest bidder. The lowest bidder is defined as the bidder with the lowest price summing the Bid including chosen alternates and qualified by the City.

1.02

DEFINITIONS OF TERMS AND ABBREVIATIONS USED IN THE BID

- A. Where any of the following abbreviations are used in the Bid, they shall have the meaning set forth opposite each. Periods may or may not be used in abbreviations.

Alt.	Alternate
CLDI	Cement Lined Ductile Iron
CMP	Corrugated Metal Pipe
C.Y.	Cubic Yard
D.I.	Ductile Iron
Dia.	Diameter
EA.	Each
F.A.	Fees Allowance
HMA	Hot Mix Asphalt
lbs.	Pounds
L.F.	Linear Feet
L.S.	Lump Sum
Min.	Minimum
MFBM	Thousand Board Feet
M.H.	Man-hour
N/A	Not Applicable
NIC	Not In Contract
PE	Polyethylene
psi	Pounds per Square inch
PVC	Polyvinylchloride
R.C.P.	Reinforced Concrete Pipe
R.O.W.	Right of Way
SDR	Standard Dimensional Ratio
S.F.	Square Foot
S.Y.	Square Yard
V.C.	Vitrified Clay
V.F.	Vertical Feet
w/	with
w/o	without

BID FORM FOR
CITY OF WALTHAM, MASSACHUSETTS
CHESTER BROOK DRAIN REPLACEMENT PROJECT

The undersigned Bidder declares that the only parties interested in this Bid as principals are as stated; that the bid is made without collusion with any other person, firm, or corporation; that no officer or agent is directly or indirectly interested in this Bid; that he has carefully examined all Contract Documents and Contract Drawings as prepared by GCG Associates, Inc., 84 Main Street, Wilmington, Massachusetts and dated August 26, 2022.

The undersigned Bidder understands that the information relative to existing structures, apparent and latent conditions and natural phenomena as furnished to him on the Contract Drawings or in the Contract Documents or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and he has made all due allowance therefore. The quantities of work tabulated in this Bid and indicated on the drawings or in the specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder agrees that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to his failure to fulfill his agreements as hereinafter set forth and he further understands that should he so fail, the Owner shall have the right to retain as liquidated damages for the entire amount of the bid security.

In submitting this Bid the undersigned Bidder agrees:

- A. To hold this Bid open for one hundred and twenty (120) calendar days.
- B. To accept the provisions regarding disposition of security.
- C. To enter into and execute a contract, if awarded on the basis of this Bid, and to furnish guarantee bonds.
- D. To accomplish the work in accordance with the Contract Documents.
- E. To complete the work by the time stipulated in the agreement.

The undersigned further understands and agrees that he is to furnish and provide for the respective bid price all the necessary material, machinery, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the above mentioned project in accordance with the plans and specifications for the project.

The undersigned Bidder further understands that the Documents of the Contract for which his Bid is being submitted establish that liquidated damages in the amount of \$500.00 per calendar day shall be applied for breach of Contract in accordance in with the provisions of AGREEMENT.

The undersigned Bidder acknowledges receipt of Addenda numbered _____

The undersigned Bidders also agree as follows:

- A. To do any extra work, not covered by the Contract, which may be ordered by the Engineer, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with SECTION 00700 - GENERAL CONDITIONS.
- B. Within ten (10) days from the date of the "Notice of Award", to execute the Contract and to furnish the Owner a satisfactory Performance Bond and Labor and Material Payment Bond as set forth in INSTRUCTIONS AND INFORMATION FOR BIDDERS.
- C. To begin work at the site on the day designated in the "Notice to Proceed" and to prosecute said work in such a manner that the entire project shall be completed within the time specified in the AGREEMENT.

Accompanying this Bid is a certified bid bond or check, for 5% of the bid, in the amount of \$_____ (Bidder to fill in) payable to the Owner to secure said Owner against the failure of the undersigned to execute the Contract and furnished satisfactory bonds under the Conditions and within the time specified in this Bid.

BRIEF DESCRIPTION

BASE BID

ITEM NO.	BID PRICE ENTERED IN BOTH WORDS AND FIGURES (UNIT PRICE)	ESTIMATED QUANTITY	TOTAL PRICE (UNIT PRICE X QUANTITY)
----------	--	--------------------	-------------------------------------

2. EARTHWORK

2A.	Unclassified Excavation, Disposal and Backfill, Per Cubic Yard _____dollars and _____cents (\$ _____)	105 C.Y.	\$ _____
2B.	Rock Excavation, Disposal and Backfill, Per Cubic Yard _____dollars and _____cents (\$ _____)	50* C.Y.	\$ _____
2C.	Crushed Stone and /or Crushed Stone Refill of Unsuitable Material, Per Cubic Yard. _____dollars and _____cents (\$ _____)	50* C.Y.	\$ _____

*Indeterminate Quantity. These quantities are not guaranteed. Payment will be based upon actual quantities constructed.

3. PAVEMENT

3A.	Furnish and Place Bituminous Concrete Pavement (Hand Method) for Sidewalk and Miscellaneous Areas, 3" minimum depth, Per Ton _____dollars and _____cents (\$ _____)	5 TON	\$ _____
3B.	Gravel Borrow Fill and /or Gravel Borrow Refill of Unsuitable Material, Per Cubic Yard. _____dollars and _____cents (\$ _____)	105 C.Y.	\$ _____

Subtotal for Page _____
Base Bid

BRIEF DESCRIPTION

BASE BID

ITEM NO.	BID PRICE ENTERED IN BOTH WORDS AND FIGURES (UNIT PRICE)	ESTIMATED QUANTITY	TOTAL PRICE (UNIT PRICE X QUANTITY)
----------	--	--------------------	-------------------------------------

4. INCIDENTAL WORK (CONTINUED)

4F. Remove & Discard Existing and Furnish & Install New Chain Link Fence (4'-tall, black vinyl coated), Per Linear Foot

_____ dollars
and _____ cents
(\$ _____)

100 L.F. \$ _____

5. LANDSCAPE

5A. Clearing & Grubbing-Vegetation Less than 9 Inch Diameter, Per Square yard

_____ dollars
and _____ cents
(\$ _____)

500 S.Y. \$ _____

5B. Tree Removed – Diameter 9 Inch To Under 24 Inch Diameter, Each

_____ dollars
and _____ cents
(\$ _____)

15 EA. \$ _____

5C. Tree Removed – Diameter 24 Inches And Over, Each

_____ dollars
and _____ cents
(\$ _____)

10 EA. \$ _____

5D. Tree Furnished and Planted, Each

_____ dollars
and _____ cents
(\$ _____)

46 EA. \$ _____

Subtotal for Page _____
Base Bid

BRIEF DESCRIPTION

BASE BID

ITEM NO.	BID PRICE ENTERED IN BOTH WORDS AND FIGURES (UNIT PRICE)	ESTIMATED QUANTITY	TOTAL PRICE (UNIT PRICE X QUANTITY)
----------	--	--------------------	-------------------------------------

5. LANDSCAPE (CONTINUED)

5E.	Shrub Furnished and Planted, Each _____dollars and _____cents (\$ _____)	28 EA.	\$ _____
5F.	Loam & Seeding or Mulch for Landscaping Repair, per Square Yard _____dollars and _____cents (\$ _____)	500 S.Y.	\$ _____
5G.	Remove, Store, Care for, & Replant or Replace Tiger Lily Plantings within temporary Easement, per Each _____dollars and _____cents (\$ _____)	50* EA.	\$ _____

*Indeterminate Quantity. These quantities are not guaranteed. Payment will be based upon actual quantities constructed.

6. LUMP SUM ITEMS

6A.	Mobilization and Demobilization, the Lump Sum of _____dollars and _____cents (\$ _____)	1 L.S.	\$ _____
6B.	Miscellaneous Work and Cleanup, the Lump Sum of _____dollars and _____cents (\$ _____)	1 L.S.	\$ _____

Subtotal for Page _____
Base Bid

BRIEF DESCRIPTION

BASE BID

ITEM NO.	BID PRICE ENTERED IN BOTH WORDS AND FIGURES (UNIT PRICE)	ESTIMATED QUANTITY	TOTAL PRICE (UNIT PRICE X QUANTITY)
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6. LUMP SUM ITEMS (CONTINUED)

6C.	Traffic Control Management for Vehicle and Pedestrian Safety, the Lump Sum of _____dollars and _____cents (\$_____)	1	L.S. \$_____
6D.	Rodent Control, the Lump Sum of _____dollars and _____cents (\$_____)	1	L.S. \$_____
6E.	Protection of MWRA project water by-pass, the Lump Sum of _____dollars and _____cents (\$_____)	1	L.S. \$_____

Subtotal for Page _____
Base Bid

FORM – (BID CERTIFICATION)

If a Corporation:

Name of Contractor: _____

Signature of Bidder: _____
(Name) (Title)

Business Address: _____

Telephone Number: _____

Incorporated under the Laws of the State of: _____

President: _____
(Name) (Title)

Officers:

Secretary: _____
(Name) (Title)

Treasurer: _____
(Name) (Title)

Dated: _____

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non - Incorporated Organization:

Name of Company: _____

Signature of Bidder: _____
(Name) (Title)

Name and Address of
Member of Company: _____

END OF SECTION

Section 00400

COMPLIANCE FORMS

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

ORIGINAL "WET" SIGNATURES ARE REQUIRED IN ALL OF THE FOLLOWING DOCUMENTS

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (name) is hereby, authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said Corporation whose signature appears below as an officer

Signature of Officer

SIGNED:

Clerk of the Corporation: (Corporate Seal)

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be his/her free act and deed before me, and provided to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

The undersigned, being (a/the) duly elected, qualified and active (member / manager) of _____, a Massachusetts limited Liability Company (hereinafter "the Company")

Does Hereby Certify that

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on _____, and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:
5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of _____, 20__ have been met.
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN Witness Whereof, the undersigned has executed this Certificate of Authority this _____ day of _____, 20____.

(Signature)

STATE OF MASSACHUSETTS, COUNTY OF _____

On the ____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

Notary Stamp:

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:				Phone No.:			Payroll No.:										
Employer's Signature:		Title:				Contract No:		Tax Payer ID Number		Work Week Ending:									
Awarding Authority's Name:		Public Works Project Name:				Public Works Project Location:			Min. Wage Rate Sheet Number										
General / Prime Contractor's Name:		Subcontractor's Name:				"Employer" Hourly Fringe Benefit Contributions													
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked								Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	(B+C+D+E)								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority / /
--

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

_____ Print name. Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date _____

See following Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Fill Out This
 Section

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Chief Procurement Officer Purchasing Department, City of Waltham 610 Main Street Waltham, MA 02452
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Fill out this sect.
 either SS or FID

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign & Date

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

00500
AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2023 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

Chester Brook Drain Replacement, 2023

hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Instruction to Bidders, Bid Form, General Conditions, Technical Specifications, and Drawings hereto annexed. The said Instruction to Bidders, Bid Form, General Conditions, Technical Specifications, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

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

Final Completion shall be sixty (60) days from the Notice to Proceed.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE COMPANY

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

CONTRACTOR (Signature),
Date: _____

Company

Address

John B. Cervone, City Solicitor
Date: _____
APPROVED AS TO FORM ONLY

Robert Winn, City Engineer
Date: _____

Crystal Philpott, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

SECTION 00 70 00

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be

SECTION 00 70 00

suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. INSURANCE

A. WORKMAN’S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$2,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum.

In addition, the Certificate of Insurance must have the following text contained in the bottom

left box of the Certificate: “The City of Waltham is a named Additional Insured for all

Insurance”. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

7. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Performance Bond and a Payment Bond **each** equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

INCLUDE A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS WITH HIS/HERS BID.

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. Copies of the Prevailing Wage Schedule is found on line at www.city.waltham.ma.us/bids

10. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

11. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

12. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

13. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

14. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. **BID OPENING INCLEMENT WEATHER**

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

21 **FUNDS APPROPRIATION.**

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

22 THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work.....	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities	15

5.06	Hazardous Environmental Conditions at Site	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes	32
7.10	Laws and Regulations.....	32
7.11	Record Documents	32
7.12	Safety and Protection.....	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work	38
8.02	Coordination	39
8.03	Legal Relationships.....	39

Article 9 – Owner’s Responsibilities.....	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer	40
9.03 Furnish Data	40
9.04 Pay When Due.....	40
9.05 Lands and Easements; Reports, Tests, and Drawings	40
9.06 Insurance	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals.....	41
9.09 Limitations on Owner’s Responsibilities	41
9.10 Undisclosed Hazardous Environmental Condition.....	41
9.11 Evidence of Financial Arrangements.....	41
9.12 Safety Programs	41
Article 10 – Engineer’s Status During Construction.....	41
10.01 Owner’s Representative.....	41
10.02 Visits to Site.....	41
10.03 Project Representative.....	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments.....	42
10.06 Determinations for Unit Price Work	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work	43
11.01 Amending and Supplementing Contract Documents	43
11.02 Owner-Authorized Changes in the Work	44
11.03 Unauthorized Changes in the Work	44
11.04 Change of Contract Price	44
11.05 Change of Contract Times	45
11.06 Change Proposals	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety.....	47
Article 12 – Claims.....	47

12.01	Claims	47
Article 13 –	Cost of the Work; Allowances; Unit Price Work.....	48
13.01	Cost of the Work	48
13.02	Allowances	50
13.03	Unit Price Work	51
Article 14 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work.....	54
Article 15 –	Payments to Contractor; Set-Offs; Completion; Correction Period	55
15.01	Progress Payments.....	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment.....	59
15.07	Waiver of Claims	61
15.08	Correction Period	61
Article 16 –	Suspension of Work and Termination	62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17 –	Final Resolution of Disputes	64
17.01	Methods and Procedures.....	64
Article 18 –	Miscellaneous	64
18.01	Giving Notice	64
18.02	Computation of Times.....	64
18.03	Cumulative Remedies	64

18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings.....	65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

1.02 Terminology

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

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

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

6.03 *Contractor's Insurance*

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

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

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

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

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

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

6.06 *Waiver of Rights*

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

6.07 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

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

7.02 Labor; Working Hours

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

7.03 Services, Materials, and Equipment

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

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

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

7.04 "Or Equals"

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

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

7.05 *Substitutes*

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

1. *Shop Drawings:*

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

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

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

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

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

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

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

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

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

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

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

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

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

11.07 Execution of Change Orders

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

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

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

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

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 Progress Payments

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

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

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

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

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

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

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

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

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

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

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SECTION 00810

SUPPLEMENTAL CONDITIONS

Unless otherwise noted, all paragraphs are additive to similarly numbered paragraphs in SECTION 00700 – GENERAL CONDITIONS. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013, Rev1 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

PART I AMENDMENTS TO GENERAL CONDITIONS

Article No.

- | | |
|------|--|
| 1.0 | DEFINITIONS AND TERMINOLOGY |
| 2.0 | PRELIMINARY MATTERS |
| 3.0 | DOCUMENTS: INTENT, REQUIREMENTS AND REUSE |
| 4.0 | COMMENCEMENT AND PROGRESS OF WORK |
| 5.0 | AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS |
| 6.0 | BONDS AND INSURANCE |
| 7.0 | CONTRACTOR'S RESPONSIBILITIES |
| 8.0 | OTHER WORK AT THE SITE |
| 9.0 | OWNERS RESPONSIBILITIES |
| 10.0 | ENGINEER'S STATUS DURING CONSTRUCTION |
| 11.0 | AMMENDING CONTRACT DOCUMENTS: CHANGES IN WORK |
| 12.0 | CLAIMS |
| 13.0 | COST OF WORK: ALLOWANCES: UNIT PRICE WORK |
| 14.0 | TEST AND INSPECTIONS |
| 15.0 | PAYMENTS TO CONTRACTOR |
| 16.0 | SUSPENSION OF WORK AND TERMINATION |
| 17.0 | FINAL RESOLUTION OF DISPUTES |
| 18.0 | MISCELLANEOUS |

PART II ADDITIONS TO GENERAL CONDITIONS

PART III STATE AND FEDERAL GOVERNMENT PROVISIONS

PART I AMENDMENTS TO GENERAL CONDITIONS

1.0 DEFINITIONS AND TERMINOLOGY

- A. The following language shall be added at the beginning of the definition entitled “Contract Documents” in the General Conditions (1.01.A.13).

“The Invitation to Bid, Instructions to Bidders”

- B. 1.01.A.18, Add the words “or plans” after the word “drawings in the first line of the definition entitled “Drawings” in the General Conditions.

- C. 1.01.A.38, Delete the definition of Specifications in the General Conditions in its entirety and add the following in its place:

“Sections included under Division 1 through Division 16 of the Contract Documents”

- D. 1.01.A.40 The definition of Substantial Completion shall be deleted in the General Conditions in its entirety and add the following in its place:

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

- E. The following new definitions shall be added at the end of Article 1 of the General Conditions:

Conditions of the Contract–The combined General Conditions and Supplementary Conditions.

Engineer – GCG Associates, Inc., 84 Main Street, Wilmington, MA, 01887, said corporation to be considered an agent of the Owner.

Site – The specific area adjacent to and including the area upon which the construction work is performed.

2.0 PRELIMINARY MATTERS

- A. Delete paragraph 2.03A in its entirety and insert in its place:

2.03. A: Contract time will commence on the date specified in the Notice to Proceed.

3.0 DOCUMENTS: INTENT, REQUIREMENTS AND REUSE

Four paragraphs shall be added immediately after paragraph 3.01.E of the General Conditions which is to read as follows:

3.01.F. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

3.01.G. Contract Documents shall forthwith be physically amended to make such insertion.

3.01.H. In case of any discrepancy between these Conditions of the Contract and any Federal Government provisions, the Federal Government provision shall prevail.

3.01.I. In case of any discrepancy between these between these Conditions of the Contract and any Commonwealth of Massachusetts provisions, the Commonwealth of Massachusetts provision shall prevail.

3.01.J In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided in Article 10.

5.0 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

A. A new paragraph shall be added immediately after paragraph 5.01.C of the General Conditions which is to read as follows:

A. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, the Contractor shall begin the work upon such land and rights-of-way as the Owner has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for work, Contractor shall not be entitled to make or assert claim for the damage by reason of said delay, or to withdraw from the Agreement except by consent of the Owner. Time for

completion of the work will be extended as provided in Article 11, to such time as the Owner determines will compensate for the time lost by such delay.

- B. A new paragraph shall be added immediately after paragraph 5.03.B of the General Conditions which is to read as follows (if borings performed):

5.03.C. The Engineer has relied upon the data obtained from subsurface investigations made at the site in the form of test borings and probes. Such data is in the form of logs which are included in the Section 00220 and soil samples which may be examined at the Engineer's office during regular business hours. The locations of the test borings and probes are indicated on the Drawings. Such logs and samples are not part of the Contract Documents.

- C. Two new paragraphs shall be added immediately after paragraph 5.05.E of the General Conditions which is to read as follows:

5.05.F. Information on Drawings and any statements of the Contract Documents referring to the conditions under which the work is to be performed or the existence of utilities or other underground structures are not guaranteed to be correct or to be complete representation of all existing data with reference to conditions affecting the work. Efforts have been made however, to make this information complete and accurate on the basis of all data and information which could be procured by Engineer. If, in the opinion of Engineer, permanent relocation of a utility not otherwise provided for, is required, he shall direct the Contractor, in writing, to perform the work. Work, so directed, will be paid as provided in Article 11 of the General Conditions.

5.05.G. Adjustments resulting from subsurface or latent physical conditions will be in accordance with Massachusetts General Law, Chapter 30, Section 39N.

6.0 BONDS AND INSURANCE CONTRACTOR'S (AND SUBCONTRACTOR'S) PUBLIC LIABILITY, PROPERTY DAMAGE AND VEHICLE LIABILITY INSURANCE

The following shall be added to 6.0.

- A. The liability limits for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

The Contractor shall purchase and maintain such insurance as will protect him for claims set forth herein which may arise out of or result from the Contractor's operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.

1. Claims under workman's compensation, disability benefit and other similar employee benefit and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- B. The required insurance shall be written for not less than the following limits of liability, or as required by law, whichever is greater.

The work shall be entirely at the contractor's risk until the same is fully completed and accepted, and he will be held liable to the amount of the City's interest in the same as shown by payments account.

The contractor shall, during the progress of the work, maintain insurance on all work included in the contract until the final or conditional acceptance of the work. **The City shall be named as an additional insured on all insurance.** Failure to provide and continue in force such insurance as specified shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

A contractor shall not commence work under any contract until he has obtained all insurance required, nor shall the contractor allow any subcontractor to commence work on a sub-contract until all similar insurance required has been obtained.

1. Workmen's Compensation Insurance

The contractor will maintain, during the life of the contract, the statutory Worker's Compensation and Employer's Liability for all employees to be engaged in work on the project under the contract and in case any such work is sublet. The contract shall require the sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all employees engaged in the project.

2. Automobile Bodily Injury and Property Damage

There shall be provided insurance for not less than \$1,000,000 for injuries, including wrongful death, to any one person, \$3,000,000 aggregate. Any one accident shall be covered to a limit of \$1,000,000 bodily injury each

occurrence, \$3,000,000 aggregate. There shall be property damage insurance provided to the amount of \$1,000,000 on account of any one accident and included owned, hired and non-owned automobiles.

3. Comprehensive General Liability

The contractor shall purchase and maintain such insurance as required to protect the owner's interest for the duration of the contract and until acceptance of the work.

Comprehensive General Liability Coverage covering bodily injury and property damage with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, shall include coverage for premises, operations XCU included, products completed operations, contractual insurance, brand form property damage, independent contractor's personal injury coverages.

4. Property Coverage

For materials and supplies being transported by the contractor.

5. Umbrella Liability

\$3,000,000/occurrence, \$3,000,000 aggregate.

C. The Contractor shall procure and maintain Owner's Protective Liability Insurance as herein specified.

6. In addition to the Owner the Engineer shall be named as an insuree under the Owner's Protective Liability Insurance.

7. Said policy shall provide that the coverage afforded thereby, shall be primary coverage to the full limit of liability state in the declarations, and if said Owner and its officers, agents and employees or the Engineer have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

8. The original and one certified copy of the policy specified shall be forwarded to the Engineer for the Owner prior to commencement of any work.

9. The limits of Owner's Protective Liability Insurance shall be not less than One Million Dollars (\$1,000,000) on account of any one accident and Three Million Dollars (\$3,000,000) on account of all accidents.

D. The Contractor's and Subcontractor's insurance shall provide adequate protection against the following special hazards:

1. Blasting or explosion

2. Collapse of trench walls and underground damage
 3. Use of all equipment and tools
- E. The Contractor shall not commence work under this Contract until he has obtained all insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of subcontractor has been so obtained and approved. Approval of insurance required under this article shall be kept in force during the life of the Contract.
1. Certificates in triplicate of all General Contractor's policies specified shall be filed with the Engineer for the Owner. Any certificates filed with the Engineer which shall be found to be incomplete or not according to form will be returned as unsatisfactory. Rejected certificates of insurance and copies of policies shall be corrected as necessary and resubmitted until approved.
- F. Each and every policy shall contain an endorsement stating that the Insurance Company will to, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least fifteen (15) days prior to termination or change, to Owner at whose request policy and certificates are issued.
- G. Delete paragraph 6.05 of the General Conditions in its entirety.
- H. Delete paragraph 6.06 of the General Conditions in its entirety.
- I. Delete paragraph 6.07 of the General Conditions in its entirety.
- J. The following new paragraphs shall be added immediately after paragraph 6.07 of the General Conditions which is to read as follows:
- 6.08. The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the general conditions in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$3,000,000. Such insurance shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to Owner.
- 6.09. If the aggregate limits of liability indicated in the Contractor's insurance provided in accordance with above limits is not sufficient to cover all claims for damages arising from his operations under this contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each

contract or project separately, Contractor shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.

6.10 PROOF OF CARRIAGE OF INSURANCE

Policies shall contain a clause automatically extending date of expiration to coincide with any extended date of completion granted under the Contract.

6.11 OWNER'S PROTECTIVE LIABILITY INSURANCE

The Engineer shall be named as an insuree under the Owner's Protective Liability Insurance.

Said policy shall provide that the coverage afforded thereby shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if said Owner and its officers, agents and employees or the Engineer have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

CONTRACTOR'S RESPONSIBILITIES

- A. The following new paragraphs shall be inserted immediately after paragraph 7.02.B of the General Conditions.
- C. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or subcontractor contracting for any part of the work shall require or permit any laborer or mechanic to be employed on the work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.
- D. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated official.
- E. The Contractor shall employ only competent men to do the work and whenever the Owner shall notify Contractor, in writing, that any man on the work appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be removed from the project and shall not again be employed on it except with the consent of the Owner.
- F. The Contractor and all subcontractors shall, insofar as practicable, give preference in the hiring of workers for the project to qualified local residents

with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

G. The Contractor and all subcontractors shall pay to all laborers and mechanics employed for the construction covered by this contract the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931, as amended, known as the Davis-Bacon Act (40 U.S.C. 276a through 276a-7). Furthermore, the Contractor and subcontractors shall adhere to the stipulations and provisions published by the Secretary of Health, Education, and Welfare in "Labor Standards (Federal Water Pollution Control Act)". The Wage Rate Schedule as prepared by the Secretary of Labor and the "Labor Standards" are part of this Contract and are included in Part II of these Supplementary Conditions.

H. The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940 (40 U.S.C. 276c) and all amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly Statements of Compliance. In case of subcontracts, the Contractor shall cause appropriate provision to be inserted in all subcontracts for the work which he may let to insure compliance with said Anti-Kickback Act by all subcontractors subject thereto, and Contractor shall be responsible for the submission of all Statements of Compliance required by subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof. These Regulations are part of this Contract and are included in Part II of these Supplemental Conditions.

- B. Paragraph 7.06.A of the General Conditions shall be deleted in its entirety and insert the following in its place:

7.06.A The Contractor shall not employ any subcontractor, supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Acceptance of any subcontractor, other person or organization by the Owner shall not constitute a waiver of any right of Owner to reject defective work. The Contractor shall not be required to employ any subcontractor, other person or organization against whom the Contractor has reasonable objection.

- C. The following language shall be added at the end of paragraph 7.09 of the General Conditions:

7.09.B. Except as required otherwise by Massachusetts General Law Chapter 149, Section 44F.

The materials and supplies to be used in the work of this contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Contractor shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of Chapter 14 of the Acts of 1966 and any amendments thereto.

- F. The following language shall be added at the end of paragraph 7.12.G of the General Conditions:

7.12H. In the event of temporary suspension of the work, or during inclement weather, or whenever the Engineer may direct; the Contractor shall, and shall cause Subcontractors, to protect carefully the work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the work, such work and materials shall be removed and replaced at the expense of the Contractor.

- J. A new paragraph shall be added immediately after paragraph 7.19.E of the General Conditions which is to read as follow:

7.19.F The Contractor shall comply with all applicable provisions of Chapter 30, Section 39R of the Massachusetts General Laws regarding Contractor's records. This requirement primarily provides for the Contractor to maintain for at least six years after final payment books, records, and accounts in reasonable detail, available for examination. This requirement further provides for the Contractor to document and submit descriptions and reasons for any changes in record keeping methods, and to prepare and submit annual financial statements.

10.0 ENGINEER'S STATUS DURING CONSTRUCTION

A new paragraph shall be added immediately after paragraph 10.09 of the General Conditions which is to read as follows:

10.10 The Engineer's interpretations will be made in accordance with Massachusetts General Law Chapter 30, Section 39P which is included in Part II of the ADDITIONAL ARTICLES.

15.0 PAYMENTS TO CONTRACTORS AND COMPLETION

A new Paragraph 15.09 of the General Conditions shall be added after 15.08.

15.09 Progress Payments will be made in accordance with Massachusetts General Law, Chapter 30, Section 39G. Retainage shall be 5%, in accordance with M.G.L., Chapter 30, Section 39G.

15.10. If, after 60 days following submission of a monthly payment estimate for pipe and fitting items, the pipe and fittings for which payment is requested has not been successfully tested, the Owner may withhold up to 10% of the amount requested for such pipe and fitting items until the pipe has been so tested, however, in the case of a major (pipe diameter 24 inches or greater) pipe and fitting installation, sums retained by the Owner pursuant to this paragraph shall not exceed two percent (2%) of the costs of such pipe items. This retainage shall be in addition to any other retainage required by this Contract.

The Contractor shall make payments to subcontractors in accordance with Massachusetts General Law, Chapter 30, Section 39F which is included in ADDITIONAL ARTICLES.

15.11. If, on the basis of the Engineer's observation of the work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, Engineer is satisfied that the work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing his recommendation of payment and present the Application to the Owner for payment. Thereupon the Engineer will give written notice to the Owner and the Contractor that the work is acceptable subject to the provisions of paragraph 14.16. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. If the Applications and accompanying documentation are appropriate as to form and substance, Owner shall in accordance with the applicable Massachusetts General Law, pay Contractor the amount recommended by Engineer.

15.12. Final payment will be reduced by excessive costs of plant inspection of pipe; the Contractor shall have no claim thereto. Excessive inspection costs are defined as the costs of inspection of that amount of pipe which exceeds 125 percent of the aggregate length of each type installed.

16.0 SUSPENSION OF WORK AND TERMINATION

Paragraph 16.01 of the General Conditions shall be deleted in its entirety and insert the following in its place:

16.01. The Owner may order, at any time and without cause, suspension of the work in accordance with Massachusetts General Law, Chapter 30, Section 39O.

17.0 DISPUTE AND RESOLUTION

Article 17 of the General Conditions shall be deleted in its entirety.

MISCELLANEOUS

A new paragraph shall be added immediately after paragraph 18.08 of the General Conditions which is to read as follows:

18.09. Both the address given in the Bid Form upon which this Agreement is founded, and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, if any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor: and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Owner and shall be deemed to preclude or render inoperative the service of any notice, letter, or other communications upon the Contractor personally.

WAGE RATES

The following 4 new paragraphs shall be added immediately after paragraph 18.09 of the General Conditions:

18.10. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be part of these Contract Documents. Copies of the wage schedule are included in Section 00820. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such approved minimum rate shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

- A. The schedules of wages referred to above are minimum rates only, and the Owner will not consider any claims for additional compensations made by the Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.
- B. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the

work. Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Industries, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who are not covered by this schedule of wage rates, but who may be employed for the proposed work under this Contract.

- C. State schedules of minimum wage rates are included in Section 00820 – ADDITIONAL ARTICLES. Where rates differ, the higher rates shall apply as a minimum for that trade.

PART 2 ADDITIONS TO GENERAL CONDITIONS

None this Contract

PART 3 STATE AND FEDERAL GOVERNMENT PROVISIONS

State and Federal Government Provisions are included in Section 00820 and selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be also inserted in herein.

- 1.0. COMMONWEALTH OF MASSACHUSETTS AND FEDERAL PROVISIONS
- 1.1. The Owner and Contractor agree that the following Commonwealth of Massachusetts and Federal Provisions apply to the Work to be performed under this Contract and that these provisions of this Contract and that these provisions supersede any conflicting provisions of this Contract.
- 1.2. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.
- 1.3. Massachusetts General Laws
 - 1.3.1. Chapter 30, Section 39F
 - 1.3.2. Chapter 30, Section 39G
 - 1.3.3. Chapter 30, Section 39M
 - 1.3.4. Chapter 30, Section 39N
 - 1.3.5. Chapter 30, Section 39O
 - 1.3.6. Chapter 30, Section 39P
 - 1.3.7. Chapter 30, Section 39R
 - 1.3.8. Acts of 1983 Chapter 353
- 1.4. All documents in section 00500 – Agreement and additional Contract Documents

END OF SECTION

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH AND METRIC UNITS
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

$$\text{Price Adjustment} = \text{Tons of HMA Placed} \times \text{Liquid Asphalt Content \%} \times \text{RAP Factor} \times (\text{Period Price} - \text{Base Price})$$

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

***** END OF DOCUMENT *****

DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

***** END OF DOCUMENT *****

DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

October 11, 2018

This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings, and.

Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.

Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.

Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.

Price adjustments will *not* include guardrail panels or the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.

The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the table below. While it is the intention of the Department to make this table comprehensive, some of a project’s unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Department’s attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

The Base Price Date is the month and year in which MassDOT opened bids for the project. This date is used to select the Base Price Index.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.

The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.

The index used for the calculation of Period Prices is the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four (4) months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a “(P)”.

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

Calculate the Period Price for December 2009 using a Base Price from March 2009 of \$0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.

The Period Price Date is December 2009. From the PPI website*, the Period Price Index = 218.0.

The Base Price Date is March 2009. From the PPI website*, the Base Price Index = 229.4.

Index Factor = Period Price Index / Base Price Index = 218.0 / 229.4 = 0.950

Period Price = Base Price X Index Factor = \$0.82/Pound X 0.950 = \$0.78/Pound

Since \$0.82 - \$0.78 = \$0.04 is less than 5% of \$0.82, no price adjustment is required.

If the \$0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X \$0.04/Pound = \$40.00. Since the Period Price of \$0.78/Pound is less than the Base Price of \$0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of \$40.00 would be owed to MassDOT. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.

* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to <http://data.bls.gov/cgi-bin/srgate>

End of example.

The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.

Price adjustments, as herein provided for, will be paid separately as follows:

Structural Steel

Pay Item Number 999.449 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.457 for negative (-) pay adjustments (credits to MassDOT Highway Division)

Reinforcing Steel

Pay Item Number 999.466 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.467 for negative (-) pay adjustments (credits to MassDOT Highway Division)

No price adjustment will be made for price changes after the Contract Completion Date, unless the MassDOT Highway Division has approved an extension of Contract Time for the Contract.

BASE PRICES

The Department's table of Base Prices specified above is updated monthly. The current table is attached to this Document 00813 and included in each new contract.

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

*

END OF DOCUMENT

SECTION 00815

BASE PRICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. In accordance with Massachusetts General Law (MGL) Chapter 30, Section 38A, contracts for water and sewer projects awarded under MGL Chapter 30 Section 39M shall include price adjustment clauses for fuel (both diesel and gasoline), liquid asphalt and Portland cement contained in cast-in-place concrete.
- B. The work under this Contract includes price adjustments for hot mix asphalt, Portland cement, diesel fuel, and gasoline. Base Prices for hot mix asphalt, Portland cement, diesel fuel, and gasoline under this Project are defined as the Price presented on the Massachusetts Department of Transportation (MassDOT) website. MassDOT posts Price Adjustments on their Highway Division’s website at <http://www.massdot.state.ma.us/Highway/> under the following link sequences:

Website: [massdot.state.ma.us](http://www.massdot.state.ma.us)

Tab1: Highway

Link1: Doing Business with Us

Link2: Construction

Link3: Price Adjustments

Prices may not be available for the month in which the project is Bid at the time the project is advertised for Bid. The Base Price will be confirmed after Contract Award and before the first monthly payment requisition. For this project, the recent Base Price History for the specified items is presented within Table 1.

Table 1. Base Prices for the Contract

Adjustment Period	Diesel	Gasoline	Liquid Asphalt	Portland Cement
	Gallon	Gallon	Ton	Ton
May 2023	-	-	\$ 657.50	\$ 181.15
April 2023	\$ 3.091	\$ 2.886	-	-

*Published prices as of May 17, 2023

END OF SECTION

SECTION 00820
ADDITIONAL ARTICLES

PART I GENERAL

- 1.01 CONTRACT DOCUMENTS
- 1.02 COMMONWEALTH OF MASSACHUSETTS PROVISIONS

PART I GENERAL

- 1.01 CONTRACT DOCUMENTS
 - A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.
- 1.02 COMMONWEALTH OF MASSACHUSETTS PROVISIONS
 - A. The OWNER and CONTRACTOR agree that the following Commonwealth of Massachusetts Provisions apply to the work to be performed under this Contract and that these provisions supersede any conflicting provisions of this Contract.
 - B. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program
 - C. Massachusetts General Laws
 - D. Chapter 30, Section 39F
 - E. Chapter 30, Section 39G
 - F. Chapter 30, Section 39L
 - G. Chapter 30, Section 39M
 - H. Chapter 30, Section 39N
 - I. Chapter 30, Section 39O
 - J. Chapter 30, Section 39P
 - K. Chapter 30, Section 39R
 - L. Acts of 1983 Chapter 353
 - M. State Wage Rates (included in the following pages)
 - N. All Documents in included in section 00500 – Agreement and Additional Contract Documents

SECTION 00821

PERMITS

PART 1 GENERAL

1.01 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.

1.02 PERMITS

- A. The Contractor shall be responsible for obtaining and complying with all permits required of his equipment, work force, or particular operations (such as blasting and fuel storage permits, etc.) in the performance of the Contract. All costs associated with obtaining permits will be included in the price of the work.
- B. If included as part of this project, The Contractor shall be responsible for complying with requirements of the Local Conservation Commission and the Cambridge Watershed Protection District. All costs associated with complying with the conditions will be included in the price of the work.
- C. The Contractor shall be responsible for obtaining and complying with the requirements of the Street Opening and Trench Permits required by the City Department of Public Works in the performance of the Contract. All costs associated with complying with the conditions of the permits will be included in the price of the work. All costs associated with obtaining permits will be waived by the City.

END OF SECTION

SECTION 01000
GENERAL REQUIREMENTS

PART 1 GENERAL

- 1.01 GENERAL
- 1.02 TRAFFIC CONTROL
- 1.03 INTERFERENCE WITH/AND PROTECTION OF STREETS
- 1.04 MAINTAINING SEWAGE FLOWS
- 1.05 HANDLING AND DISTRIBUTION
- 1.06 INSPECTION OF WORK AWAY FROM THE SITE
- 1.07 LINES, GRADES, AND MEASUREMENTS
- 1.08 DIMENSIONS OF EXISTING STRUCTURES
- 1.09 PIPE LOCATIONS
- 1.10 PRECAUTIONS DURING ADVERSE WEATHER
- 1.11 CUTTING AND PATCHING
- 1.12 PROTECTION AGAINST ELECTROLYSIS

PART 1 GENERAL

- 1.01 GENERAL
 - A. The Contractor shall conform to all general requirements as herein specified.
- 1.02 TRAFFIC CONTROL
 - A. For control of moderate traffic, the Contractor shall provide an adequate number of flagmen employed at his own expense.
 - B. Whenever and wherever, in the opinion of the Engineer, traffic is sufficiently congested or public safety is endangered, the Contractor, as required, shall furnish uniformed special officers to direct traffic and keep traffic off the highway area affected by his construction operations. Such officers shall be in addition to the watchmen required under other provisions of the Contract.
- 1.03 INTERFERENCE WITH/AND PROTECTION OF STREETS
 - A. The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer.
 - B. Streets, roads, private ways, and walks not closed shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
 - C. The Contractor shall, 24 hours in advance of closing any street, notify the police and fire departments in writing, with a copy to the Engineer. He shall cooperate with the police

department in the establishment of alternate routes and, at his own expense, shall provide adequate, plainly marked detour signs.

- D. **The Contractor shall adhere to the City Ordinance for Lexington Street. No work is allowed on the traveled way (Lexington Street) between the hours of 6:00AM – 9:00AM and 4:00PM – 7:00PM without prior written approval by the Chief of Police.**

1.04 MAINTAINING STORMWATER AND SANITARY SEWER FLOWS

- A. It is essential to the operation of the existing drainage system that there is no interruption in the flow of drainage. To this end, the Contractor shall provide, maintain, and operate all temporary facilities such as dams, pumping equipment, sewers, conduits and all other labor and equipment necessary to intercept the flow before it reaches the points where it would interfere with his work, carry it past his work, and return it to the system below his work.

1.05 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.06 INSPECTION OF WORK AWAY FROM THE SITE

- A. If work to be away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, testing, or before shipment, the contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

1.07 LINES, GRADES, AND MEASUREMENTS

- A. Reference marks establishing the controlling grades are available from the Engineer. These reference marks shall be replaced at the Contractor's expense if damaged or destroyed by construction operations.
- B. The Contractor shall be responsible for detailed layout, stakeout and grade control required, and shall employ a registered land surveyor or registered professional engineer for this purpose. The Owner will provide engineering inspection.
- C. Construction staking shall consist of construction layout and reference staking necessary for the proper control and satisfactory completion of all structures, grading, paving,

drainage and all other appurtenances required for the completion of the Contract and acceptance of the work.

- D. The Owner will furnish the Contractor such control points, bench marks and other data as may be necessary for the construction staking and layout by qualified engineering or land surveying personnel. It shall be the responsibility of the Contractor to verify all such data prior to construction.
- E. Upon request of the Engineer, the Contractor shall furnish copies of all data used in setting and referencing all stakes and other layout markings used by the Contractor. The Contractor shall be responsible for the placement and for the accurate re-establishment of all baselines shown on the Plans, and for the replacement of existing survey points found on the Project and/or noted on the Plans. All brass survey pins in lead plugs and "PK" nails which are to be set or reset and are not to be set in stone bounds installed under this Contract, as noted on the Contract Drawings, are to be set or reset at no additional cost to the Authority. "PK" nails are to be galvanized, 1 ¼ inch minimum, with the letters "PK" on the head, separated by an indentation which marks the actual survey point, and shall be subject to the approval of the Engineer. All stakes, references and batterboards, including original, additional or replacements which may be required for the construction operations, shall be furnished, set and properly referenced by the Contractor. He shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, plans or in these Contract Documents shall be called to the Engineer's attention by the Contractor for correction or interpretation prior to proceeding with the work.
- F. All staking shall be performed by qualified engineering or land surveying personnel, acceptable to the Engineer. These personnel shall perform the staking under the direct supervision of a registered land surveyor or registered professional engineer. All stakes used for control staking shall be of a quality meeting the approval of the Engineer.
- G. When requested by the Engineer, the Contractor shall provide safe and convenient access to control points, batterboards and references. The Owner may make a check of the control of the work, as established by the Contractor, at any time as the work progresses. The Contractor will be informed of the results of these checks, but the Owner by so doing in no way relieves the Contractor of his responsibility for the accuracy of the layout work. The Contractor shall, at his expense, correct or replace, as required, any deficient layout and Construction work which is a result of inaccuracies in his taking operation or of his failure to report inaccuracies. If the Owner is required to make further studies, redesign, or both, all expenses incurred by the Owner due to such inaccuracies will be deducted from any monies due the Contractor.
- H. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, and transportation incidental to the accurate and satisfactory completion of this work. There will be no direct payment for construction staking, or layout, but the cost thereof shall be considered as included in the bid unit prices or the Bid.

- I. The Contractor shall verify dimensions and utility locations shown on the Contract Drawing and if any inconsistencies or discrepancies should be noted on the Contract Drawings, or between the Contract Drawings and actual field conditions, or between the Contract Drawings and the Specifications, he shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his failure to exercise the aforementioned precaution.

1.08 DIMENSIONS OF EXISTING STRUCTURES

- A. Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

1.09 PIPE LOCATIONS

- A. Exterior pipelines will be located substantially as indicated on the Contract Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Contract Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
- B. Small interior piping is indicated diagrammatically on the Contract Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs

1.10 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and be satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.
- B. During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces shall be artificially heated by suitable means that will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

1.11 CUTTING AND PATCHING

- A. The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- B. In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- C. The contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.
- D. All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structures and without inconvenience or interference with the operation of any facilities. The Engineer's concurrence with the type of tools shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience, or interference resulting from the use of such tools.
- E. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

1.12 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, non-metallic separators or washers, or other acceptable materials.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

1. GENERAL SCOPE OF WORK

A. The Work under the Contract consists of:

1. The work includes removal of approximately 270 linear feet of existing 15-inch diameter drainpipe and a drain manhole. Installation of approximately 240 linear feet of 36-inch diameter reinforced concrete drainpipe and 5-foot diameter drain manhole. Construction of a cemented stone masonry headwall with rip-rap apron.
2. Vegetation clearing and grubbing and removal of 20 existing trees.
3. Planting 46 new trees and 28 new shrubs, loam and seed all disturbed areas.

B. In addition, the Work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
4. Providing and restoring, where appropriate, all temporary facilities.
5. Coordination with other projects being undertaken by the City and private utilities along Lexington Street.
6. All Work either shown on the Drawings or included in the specifications unless specifically indicated as not to be done.
7. Please note that the City, MWRA, and other private utility companies have active and/or planned construction activities within close proximity to this project area. Coordination with other construction projects is required.

2. TIME OF COMPLETION

- A. In accordance with Article 9 of the General Conditions, the Work shall start as stated in the Notice to Proceed and all items related to the pipe installation shall be completed within 60 calendar days.

END OF SECTION

SECTION 01025

MEASUREMENTS AND PAYMENT

PART 1 GENERAL

- 1.01 GENERAL
- 1.02 PAYMENT OF WORK

PART 2 CONTROL OF WORK

- 2.01 PIPE COVER
- 2.02 DESIGN CHANGES
- 2.03 NORMAL LIMITS
- 2.04 NORMAL TRENCH LIMITS
- 2.05 NORMAL TRENCH DEPTH
- 2.06 NORMAL TRENCH WIDTHS
- 2.07 NORMAL STRUCTURE LIMITS
- 2.08 NORMAL PARKING LOT/ROAD LIMITS
- 2.09 NORMAL SIDEWALK/DRIVEWAY LIMITS

PART 3 MEASUREMENT AND PAYMENT ITEMS

- 1 DRAINAGE SYSTEM APURTENANCES
- 2 EARTHWORK
- 3 PAVEMENT (HOT MIX ASPHALT)
- 4 INCIDENTAL WORK
- 5 LANDSCAPE
- 6 LUMP SUM ITEMS

PART 1 GENERAL

- 1.01 GENERAL

- A. The following section describes the measurement of and payment for the work to be completed under the respective items listed in the BID.

- 1.02 PAYMENT OF WORK

- A. Payment shall be for the price set forth in the BID and is deemed full compensation for all materials, labor, tools, equipment and incidentals necessary to perform the work.

PART 2 CONTROL OF WORK

- 2.01 PIPE COVER

- A. Pipe "cover" shall be defined as the vertical distance between the ground surface and the top of pipe.

2.02 DESIGN CHANGES

- A. If changes are made in the design based on the Contract Drawings and Specifications as issued, and should such changes increase or decrease the amount of work to be done under the various Lump Sum Items on which the bid is based, adjustment will be made therefore as stipulated under the General Conditions of the Contract.

2.03 NORMAL LIMITS FOR EARTHWORK

- A. The following limits establish the normal limits for all pay items except where additional work beyond these limits is indicated on the Contract Drawings. Except as specifically directed by the Engineer or indicated on the drawings, all work beyond these limits is the responsibility of the Contractor, and will not be considered a payment item.
- B. Payment for excavation above or below normal grade shall only be made if such excavation is ordered in writing by the Engineer. Excavation done at the discretion of the Contractor will not be considered for payment.

2.04 NORMAL TRENCH LIMITS

- A. Normal limits of excavation for pipe installation shall be as indicated in the tables for trench width and trench depth. Excavation above normal limits for pipe shall be defined as that excavation above the elevation corresponding to the bottom of the specified depth, and outside of the specified payment width. Excavation below normal limits shall be defined as all excavation below the elevation corresponding to the bottom of the specified depth. For excavations below the specified depth, the cost for the increased limits of excavation and backfilling shall be in addition to the cost of normal excavation and backfill limits and no deductions shall be made for the normal situation.

2.05 NORMAL TRENCH DEPTH

- A. Pipe trench depth shall be defined from the ground elevation as determined by the Engineer prior to excavation. Depth of rock excavation shall be from the top of the rock formation encountered to the depth below the invert as noted below. A minimum clear space of 6-inch shall be provided between the rock and any part of the pipe. Trench depth in open cut and sheeted areas shall be from the original ground elevation to the depth below the pipe invert as noted in the table below, which defines the normal limits of trench excavation.

- B.

<u>Pipe Size</u>	<u>Depth Below Invert</u>
W.S. up to 4-in	1.2 ft.
6-in to 16-in	1.2 ft.
18-in to 21-in	1.3 ft.
24-in to 30-in	1.4 ft.
36-in and 42-in	1.5 ft.
48-in and 54-in	1.6 ft.
66-in and 54-in	1.8 ft.

2.06 NORMAL TRENCH WIDTHS

A. Pipe trench widths referred to herein are the distances separating the vertical planes between which the pipe is to be laid. In computing the amount of rock excavation in trenches, granular fill, concrete backfill, replacement of utility crossings or replacement of unsuitable excavated material ordered by the Engineer for payment under the respective Items of the Bid Form, the maximum limits of trench width shall be as follows:

a. For pipe up to 15 inches in diameter, allowable trench width at a plane 12 inches above pipe shall be no more than 36 inches. For pipe greater than 15 inches, the allowable width shall be equal to the pipe outside diameter plus 24 inches.

b. The trench payment widths up to 10 feet deep, extending from a plane 12 inches above the pipe to the grade surface shall be:

<u>Size</u>	<u>Width</u>
1. Service Pipe up to 4 inches	36 inches
2. 6 inches through 15 inches	48 inches
3. 18 inches through 21 inches	60 inches
4. 24 inches through 21 inches	66 inches
5. 27 inches through 30 inches	72 inches
6. 36 inches through 30 inches	84 inches

c. Additional width for deeper trench shall be limited to an increase of 1 foot for depths 10 feet to 15 feet and 2 feet for depths 15 feet to 20 feet.

IN ROCK

<u>Pipe Size</u>	<u>0-12 ft. Invert Depth</u>	<u>Over 12 ft. Invert Depth</u>
0-24-in	5.0 ft.	7.0 ft.
Over 24-in	Nominal Dia. +3.0 ft.	Nominal Dia. +5.0 ft.

2.07 NORMAL STRUCTURE LIMITS

A. Normal limits of excavation for structures shall be defined as that area 12 inches below the base of the structure and within a vertical line offset 2 feet from footings or 4 feet from base slabs. Excavation above normal limits for structures shall be defined as that excavation above the elevation corresponding to 12 inches below the base, and outside of the aforementioned vertical offsets of the structure for which the excavation is being done. Excavation below normal limits shall be defined as that excavation below the elevation corresponding to 12 inches below the base of the structure for which the excavation is being done.

2.08 NORMAL ROADWAY EXCAVATION LIMIT

- A. Normal limit for roadway excavation shall be defined as 16" below existing roadway pavement grade from edge of pavement to edge of pavement as shown on the typical cross-sections on the Contract Drawings.

2.09 NORMAL SIDEWALK/DRIVEWAY LIMITS

- A. Normal limits for construction of the sidewalk/driveway shall be as defined as the bottom of the 8" gravel base and sides on the typical cross sections on the Contract Drawings.

PART 3 MEASUREMENT AND PAYMENT ITEMS

1. DRAINAGE

ITEM 1A: FURNISH AND INSTALL 5' DIAMETER STANDARD PRECAST DRAIN MANHOLE.

- A. Measurement for payment under item 1A shall be the actual number of 5' diameter precast concrete manhole structure of each classification, constructed as specified.
- B. Payment for drainage manhole shall include furnishing and installing manholes bases, concrete intermediate platforms as specified on plans, brickwork for inverts and adjusting frames and covers to grade, walls and domes, complete.
- C. Payment shall constitute full compensation for furnishing all labor, materials, tools, and equipment necessary for construction of the drainage manhole including the walls, steps, watertight connections, sealant, damp proofing, bases, brick inverts or granite inverts, concrete collars, excavation, temporary sheeting, backfill, dewatering, compaction as specified, disposal of surplus material, screened gravel subbase, connection of drain pipe into and exit manhole base, removal and disposal of existing drainage manholes and all other work necessary for constructing a complete manhole. Payment shall also include the cost of resetting the frames and covers to accommodate final paving, and installation of stubs, knockouts and stoppers as indicated on the drawings.
- D. Payment for furnishing and installing frames and covers shall be made at the unit price bid under item 1B.

ITEM 1B: FURNISH AND INSTALL DRAINAGE MANHOLE FRAME AND COVER

- A. The quantity to be measured for payment under this Item shall be the actual number of drainage manhole frame and covers furnished and installed as specified and shown on the contract drawings. See Detail Sheet.
- B. The unit price shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary to install the drainage manhole frame and cover, including excavation and disposal of the manhole frame and cover at the Waltham DPW,

backfilling and compacting, adjustment to grade, as required. Bituminous or cement concrete backfill if required will be paid for under associated item.

- C. Drainage manhole frames and grates to be, models as manufactured by East Jordan Iron Works and Town Standards and as shown on the construction plans.

ITEM 1C: FURNISH AND INSTALL 36" DIA. REINFORCED CONCRETE DRAINPIPE AND FITTING.

- A. The quantity of pipe to be paid for under Item 1C shall be based on the length of pipe installed, measured on a linear foot basis. Measurement for payment does not signify that the drain line is accepted.
- B. Measurement for length will be along the horizontal center line of pipe as installed from center to center of manholes excluding the length of manhole inverts. Connections to existing structures shall be measured to the inside face of the wall. Plugged pipe stubs in manholes shall be measured from end to end of the stub.
- C. Payment for pipe shall be on the basis of the linear foot of pipe, and the type of pipe installed. The Contractor's attention is directed to the Technical Specifications that stipulate that all pipes between adjacent manholes shall be of the class required by the critical depth of cover between said manholes. The unit pipe prices shall include full compensation for furnishing the class of pipe required by the catch basin-to-manhole and/or manhole-to-manhole profile regardless of depth of cover variations.
- D. Payment shall constitute full compensation for furnishing and installing pipe of the type and size specified on the Bid Form (Item 1C) for the respective quantities as above determined at the applicable bid price. Each unit price shall constitute full compensation for furnishing all labor, materials, fittings, tools, and equipment necessary for laying and jointing the pipe, unless specified elsewhere, including earth excavation (except rock excavation), saw cutting of pavement, dewatering, removal and replacement or supporting of existing utility pipes and conduits, jetting which is required, compaction as specified, portable trench box or temporary timber sheeting, disposal of surplus materials, backfilling, screened gravel cradle, dust control, removal and disposal of existing pipe, and all work incidental thereto not specifically paid for under other items. Cost to connect to existing pipes or structures shall be included in the unit price of the pipe, including coring and masonry work.
- E. Where excavated material is not suitable for backfill and excess stockpiled excavated material is not available in sufficient quantities, payment for imported backfill shall be made under the applicable earthwork item.

ITEM 1D: FURNISH & INSTALL CEMENTED STONE MASONRY HEADWALL

- A. Payment of the lump sum price under the Item 1D on the bid form shall fully compensate the Contractor for labor, materials, equipment, and incidentals required to do all work specified below, and shown on the Drawings and any other miscellaneous work obviously necessary to complete the Work. Payment shall include but not limited to the completed structure, complete in place and accepted.

- B. Stone wall shall be paid for at the lump sum price which shall be full compensation for the removal and dismantling of existing wall, excavation, complete support of excavation, stones, concrete foundation, all stone masonry wall construction items, dewatering, gravel backfill, crushed stone, weep drains, required regrading of the meadow adjacent to the reconstructed stone wall, safety controls, and all labor, equipment, and materials required to complete the work as specified to the satisfaction of the ENGINEER.
- C. Materials and construction methods shall comply with MassDOT Standard Specification for Highways and Bridges 2022 Edition Section 685.

ITEM 1E: FURNISH & INSTALL RIP-RAP SLOPE & OUTLET PROTECTION

- A. The quantity to be measured. for payment under this Item shall be the actual number square yard of rip rap placed as required by the contract drawings or as directed by the Engineer.
- B. The unit price shall constitute full compensation for all labor, materials and equipment required to furnish and place the rip rap and appurtenances, including placement of geotextile fabric, rip rap, excavation and backfill as shown on the contract drawings and all incidental work, not specifically mentioned, to satisfactorily complete this Item.

2. EARTHWORK

ITEM 2A: UNCLASSIFIED EXCAVATION, GENERAL EXCAVATION AND TEST PIT EXCAVATION AND BACKFILL

- A. Should the Engineer order test pit excavation, general excavation or unclassified excavation, the Contractor shall be paid therefore under this Item. Measurement for the quantity of excavation and backfill to be paid for shall be the number of cubic yards excavated and backfilled, in place, as ordered by the Engineer.
- B. Payment shall constitute full compensation for the work of excavating, placing on-site or disposal of surplus or unsuitable materials, backfill and all work incidental thereto.

ITEM 2B: ROCK EXCAVATION, DISPOSAL AND BACKFILL

- A. Measurement for the quantity of rock to be paid for under this Item shall be the number of cubic yards of rock, measured in place before excavation, within the limits of normal excavation as specified, unless rock excavation beyond such limits has been authorized by the Engineer, in which case measurements shall be made to the authorized limits.
- B. Where rock is encountered, it shall be uncovered but not excavated until measurements have been made by the Engineer, unless in the opinion of the Engineer, satisfactory measurements can be made in some other manner.

- B. Payment for rock excavation shall be full compensation for all labor, materials, and equipment necessary for rock excavation, disposal, and furnishing, placing, and compacting acceptable backfill. The bidder should include in his bid under all items involving excavation, the cost of doing the entire excavation as earth. The unit price for rock excavation covers the difference between the cost of rock excavation and the cost of earth excavation.

ITEM 2C: CRUSHED STONE AND/OR CRUSHED STONE REFILL OF UNSUITABLE MATERIAL

- A. When additional crushed stone (not already paid for under another item in this contract) is required or, in the opinion of the Engineer, the material above or below normal limits including tests pits is unsuitable for backfill, it shall be disposed of and replaced in such volumes within the lines of payment as the Engineer may order. This Item applies only to the use of crushed stone when stockpiles of excavated suitable backfill materials are insufficient in quantity.
- B. All crushed stone shall meet the material specifications for MassDOT M2.01.4: Pipe Bedding.
- C. The quantity to be paid for shall be equal to the number of cubic yards of unsuitable material replaced with crushed stone (not already paid for under another item in this contract).

3. PAVEMENT

ITEM 3A: BITUMINOUS CONCRETE PAVEMENT (HANDWORK)

- A. Measurement for payment under this Item shall be the actual number of tons of asphalt placed by hand work as shown on the Contract Drawings, as specified, or as directed by the Engineer.
- B. Payment for this Item shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary to place the bituminous pavement for driveways, berms, walkways, sidewalks, and miscellaneous areas, including sweeping and cleaning existing street, as required, and application of prime or tack coat, saw cutting and disposal of existing pavement, concrete, etc., raising castings, and to maintain the pavement as required by the Specifications.
- C. The Contractor shall continuously maintain paving, as specified, and repair paving at his own expense. No additional compensation shall be made for labor, materials, tools and equipment required for maintenance and/or repair of pavement.
- D. Pavement milling blowout areas shall be excavated to 3 inches below the milled elevation and bituminous concrete binder pavement shall be set flush with the milled surface.

ITEM 3B: GRAVEL BORROW FILL AND/OR GRAVEL BORROW REFILL OF UNSUITABLE MATERIAL

- A. When additional gravel borrow fill (not already paid for under another item in this contract) is required or, in the opinion of the Engineer, the material above or below normal limits including tests pits is unsuitable for backfill, it shall be disposed of and replaced in such volumes within the lines of payment as the Engineer may order. This Item applies only to the use of borrow refill when stockpiles of excavated suitable backfill materials are insufficient in quantity.
- B. All borrow refill shall be sand and gravel Type 3 material.
- C. The quantity to be paid for shall be equal to the number of cubic yards of unsuitable material replaced with Type 3 sand or gravel borrow.

4. INCIDENTAL WORK

ITEM 4A: CONCRETE FOR ENCASEMENT, CRADLES AND MISCELLANEOUS WORK

- A. Measurement for the quantity of encasement, pipe cradle or miscellaneous work to be paid for shall be the quantity of cubic yards for thrust blocks, encasement, pipe cradle, concrete dams, around street castings or miscellaneous work (not in front of curbs) furnished in place within the limits of normal excavation and to a depth as shown on the Contract Drawings, or as specified by the Engineer.
- B. Payment of this Item shall constitute full compensation for furnishing and placing thrust blocks, pipe encasement, pipe cradle, concrete dams, around street castings and miscellaneous work not included under other items (not in front of curbs) as shown on the drawings, or as directed or specified. Concrete furnished and placed under other items shall not be included for payment under this Item.

ITEM 4B: UNIFORMED POLICE FOR TRAFFIC CONTROL

- A. Payment for special assignments of personnel of the City Police Department will be made for the actual amount invoiced to Contractor by the Police Department including the department's administrative costs. The allowance established in the Bid Form is for bidding purposes only. The actual invoiced rates may differ from these established rates.
- B. Payments made for this item are based on actual invoiced amounts which have been paid to the City Police Department by the Contractor. Paid invoices must be submitted by the Contractor for payment under this item.

ITEM 4C: SILT SACK

- A. The quantity to be measured for payment under this Item shall be the actual number of silt sack furnished and installed as shown on the Contract Drawings, as specified and as directed by the Engineer.

- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to furnish and install, maintain as specified, remove and dispose of siltsack, complete, including earth excavation, backfill, fill, grading, disposal of materials, clearing and grubbing, site restoration and clean-up and all incidental work, not specifically mentioned, to satisfactorily complete this Item.

ITEM 4D: EROSION CONTROL FIBER ROLL

- A. The quantity to be measured for payment under this Item shall be the actual number of linear feet of fiber roll furnished and installed as shown on the Contract Drawings, as specified and as directed by the Engineer.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to furnish and install, maintain as specified, remove and dispose of fiber roll, complete, including earth excavation, backfill, fill, grading, disposal of materials, clearing and grubbing, site restoration and clean-up, removal of fiber roll and all incidental work, not specifically mentioned, to satisfactorily complete this Item.

ITEM 4E: BIODEGRADABLE EROSION CONTROL MAT

- A. The quantity to be measured for payment under this Item shall be the actual number of square yards of biodegradable erosion control mat installed as shown on the Contract Drawings, as specified and as directed by the Engineer.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to furnish and install, maintain as specified, complete, including earth excavation, backfill, fill, grading, disposal of materials, clearing and grubbing, site restoration and clean-up and all incidental work, not specifically mentioned, to satisfactorily complete this Item.

ITEM 4F: REMOVE AND REPLACE CHAIN LINK FENCE

- A. Measurement and payment under this item shall include removal of existing chain link fence within the temporary easement and general surrounding area, as well as removal of lengths of chain link fence outside the temporary easement to the next closest chain link fence post, to the nearest linear foot, as necessary. Additionally, measurement and payment under this item shall include full compensation for installing new chain link fence of equal length as that which was removed, 4'-tall, black vinyl coated, to the same limits as that which was removed to the nearest linear foot.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to remove the existing chain link fence, posts, and any residual concrete supports, as well as installing new 4'-tall, black vinyl coated, chain link fence of equal length as that which was removed.

5. LANDSCAPE

ITEM 5A: CLEARING & GRUBBING – LESS THAN 9”

- A. Measurement for payment under this Item shall include the removal and disposal of trees zero inches to less than 9” inches in diameter, brush, vegetation, and stump removal as required for the construction except those materials for which payment is made as part of other items of this contract. Included in the work is the excavation of all root systems, stumps and debris. Lawn areas and areas of no trees shall not be considered areas of clearing and grubbing.
- B. Payment shall be the actual number of square yards cleared within the limits indicated on the Contract Drawings or as directed by the Engineer.

ITEM 5B: TREE REMOVED – 9” DIAMETER TO UNDER 24” DIAMETER

- A. Measurement for payment under this Item shall include the removal and disposal of trees 9 inches to less than 24 inches in diameter as required for the construction within the limits indicated on the Contract Drawings or as directed by the Engineer. Included in the work is the excavation of all root systems, stumps and debris of the trees removed.
- B. The unit price for this item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to remove the trees as specified. Payment shall be per the actual number of trees removed.

ITEM 5C: TREE REMOVED – OVER 24” DIAMETER

- A. Measurement for payment under this Item shall include the removal and disposal of trees larger than 24 inches in diameter as required for the construction within the limits indicated on the Contract Drawings or as directed by the Engineer. Included in the work is the excavation of all root systems, stumps and debris of the trees removed.
- B. The unit price for this item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to remove the trees as specified. Payment shall be per the actual number of trees removed.

ITEM 5D: TREE – PLANTED

- A. Measurement for payment under this Item shall include the furnishing and installation of the trees as shown on the Contract Drawings, as specified and as directed by the Engineer.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to install the trees. Payment shall be per the actual number of trees planted.

ITEM 5E: SHRUB – PLANTED

- A. Measurement for payment under this Item shall include the furnishing and installation of the shrubs as shown on the Contract Drawings, as specified, and as directed by the Engineer.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, tools and equipment necessary to install the shrubs. Payment shall be per the actual number of trees planted.

ITEM 5F: LOAMING AND SEEDING OR MULCH FOR LANDSCAPING REPAIR

- A. Measurement for payment under this Item shall be the actual number of square yards actually loamed and seeded or mulch placed at a 6" minimum depth within the limits indicated on the Contract Drawings or as directed by the Engineer.
- B. Payment shall constitute full compensation for excavation and to subgrade for loam and disposing of excess subgrade material, furnishing, and placing loam (min. 6" of loam) and seed or mulch (min. 6"), grading, compacting, and providing establishment of growth of grass as specified

ITEM 5G: REMOVE, STORE, CARE FOR, & REPLANT OR REPLACE TIGER LILY PLANTINGS

- A. Measurement for payment under this Item shall include the removal, safe storage and care of, and replanting of the tiger lily plantings within the temporary easement along the property to #473 Lexington Street, as shown on the Contract Drawings, as specified and as directed by the Engineer.
- B. The unit price for this Item shall include full compensation for furnishing all labor, materials, storage, tools, and equipment necessary to safely remove, store, and replant the tiger lily plantings, as well as safely care for them during the construction period. Payment shall be per the actual number of tiger lily plantings replanted.
- C. Should the removed and stored tiger lily plantings die prior to replanting, full compensation for furnishing all labor, materials, tools, and equipment necessary to install new plantings of the same variety and quantity shall be included for payment under this Item.

6. LUMP SUM ITEMS

GENERAL

- A. The extent of utility relocations required for the completion of lump sum items are shown on the contract drawings. All work associated with support of utilities in conjunction with any of these lump sum items shall be included within the scope of the lump sum item.

ITEM 6A: MOBILIZATION AND DEMOBILIZATION

- A. The lump sum price for this Item shall constitute full compensation for furnishing at the project site, all men and equipment necessary to properly commence and complete the various sections of work described in the bid. Mobilization costs are those costs incurred in initiating the contract and providing for the above-mentioned equipment and labor to be operational at the site, exclusive of the cost of materials. For purposes of this contract, operational shall mean the substantial commencement of work. The lump sum price of this work shall not exceed five percent (5%) of the total bid amount. Bids not in compliance with the above may be considered unresponsive and may be rejected for that reason.
- B. Mobilization may be considered as complete by the Engineer when the Contractor substantially commences work on the project with a full complement of men and equipment necessary to expeditiously perform and complete the required work in the opinion of the Engineer. The Engineer may authorize a percent (%) complete of this Item for payment if all of the mobilization has not been accomplished. A breakdown of the lump sum price must be submitted to the Engineer.
- C. The lump sum price for mobilization shall include coordinating a location for staging and storing stockpiled materials including private agreements and fees that may be associated. The City of Waltham is not responsible to provide or coordinate.
- D. Payment for the lump sum price bid in the proposal for mobilization shall be full compensation for all costs and work involved under this Item.

ITEM 6B: MISCELLANEOUS WORK AND CLEAN-UP ITEMS

- A. Measurement for payment for miscellaneous work and cleanup shall be on lump sum basis.
- B. Payment of the lump sum price under the Item 6B of the Bid Form shall fully compensate the Contractor for labor, materials, equipment, and incidentals required to do all work specified below, and shown on the Drawings, and any other miscellaneous work obviously necessary to complete the Contract. Payment shall include but not be limited to supporting all existing utilities, modification to existing utilities, maintaining existing drainage flows, installation of new, and removal and resetting of fences, walls, landscape boulders, driveway edging etc., and the Contractor shall be responsible for site restoration and cleanup upon completion of the project and to comply with the provisions of Section 02995 of these specifications.

In addition, to allow the installation of the proposed drain system, the Contractor shall do the following, which is paid for under Item 6B.

- The temporary and permanent relocation and protection of any trees, signs, benches, mailboxes, newspaper holders, trash barrels, post office boxes,

planters, etc. located along the roadway and on the existing sidewalks prior to proposed construction activities.

- Remove and discard old wood fence and gate (14-foot total length) to property of #473 Lexington Street. As well as install new white solid (no lattice) vinyl fencing and gate to match existing line, grade, and height of the removed wood fence and the existing white vinyl fence along property of #473 Lexington Street.
- Remove and stack existing white vinyl fence within the temporary easement along property of #473 Lexington Street during construction and reset white vinyl fence to original location, line, and grade from prior to construction.
- Install temporary fencing along temporary easement line on property of #473 Lexington Street, as directed by the Engineer and/or City, prior to start of construction. Ensure fencing is fully secured and has no gaps as to prevent abutter's pets from entering the construction area at all times.
- Compliance with Waltham Order of Conditions (DEP File #316-0797)
- Submittal of a detailed De-watering and Sediment Control Plan to the City for review and approval prior to commencement of work.
- Coordinating a location for staging and storing stockpiled materials.
- Coordination with utility companies both Public and Private.
- Accurately locate any affected water and sewer service lines.
- Replace sidewalks and curbing disturbed during the installation of the proposed drain not specifically paid for under pavement or incidental work items.
- Remove and rebuild all disturbed sections of existing retaining walls, either within or outside of the temporary easements and area of work limits, that are disturbed due to construction activities.
- Protection of the trees and roots located adjacent to and within the limit of work.
- Protection and support of telephone poles located adjacent to and within the limit of work.
- All slope protection and erosion control measures including fiber rolls, catch basin silt sacks and erosion control mats, necessary to comply with the requirements of Section 02270 and as shown on contract documents, not specifically paid for under items 4C, 4D & 4E.
- All permits as specified in Section 00821.

- Drainage system cleaning and video inspection.
- Tree protection.
- As-built & tie cards.
- Pre-construction video/photos and audio-video taping.
- Connections to existing drainage system.
- Compaction Control and Testing.
- Adjust all castings within the limits of work to finish grade prior to final paving or final loam and seed.
- Abandon and removal of existing drain lines that are to be replaced.
- Coordination with other projects being undertaken by the City and private utilities along Lexington Street.

C. The Engineer may authorize a percent (%) complete of this Item for payment if not all of the work has been accomplished. A breakdown of the lump sum price must be submitted to the Engineer at the start of work.

ITEM 6C: TRAFFIC CONTROL SYSTEM FOR VEHICULAR AND PEDESTRIAN SAFETY

- A. The lump sum for this Item shall constitute full compensation for the implementation of the traffic control system designed by a Massachusetts certified traffic engineer, complete as detailed in the Specifications. See Section 01570.
- B. The lump sum price for this Item shall include furnishing all labor, materials, tools, and equipment to start up and implement the traffic control system including all signs, barriers, warning light, and any detour controls as specified and as deemed necessary by the City.
- C. The Engineer may authorize a percent (%) complete of this Item for payment if not all of the work has been accomplished. A breakdown of the lump sum price must be submitted to the Engineer at the start of work.

ITEM 6D: RODENT CONTROL AND GENERAL PEST CONTROL

- A. The lump sum for this Item shall constitute full compensation for the implementation of the Contractor's Integrated Pest Management (IPM) approach, complete as detailed in the Specifications.
- B. The lump sum price for this Item shall include furnishing all labor, materials, tools, and equipment to start up and implement the Contractor's IPM approach including any and all required submittals, qualifications, coordination, permits, etc., as specified, and as

deemed necessary by the Engineer, Owner, and/or all associated City and State Agencies.

- C. The Engineer may authorize a percent (%) complete of this Item for payment if not all of the work has been accomplished. A breakdown of the lump sum price must be submitted to the Engineer at the start of work.

ITEM 6E: PROTECTION OF MWRA PROJECT WATER BY-PASS PIPE

- A. The lump sum price for this Item shall constitute full compensation for furnishing at the project site, all men, materials and equipment necessary to provide protection of MWRA project water by-pass pipe. The MWRA project consists of utility work within Lexington Street including water main replacement. The water by-pass pipe provides temporary water service to the residents within the MWRA project limits. In the area of this contract the by-pass pipe is sitting on the existing ground surface. It is critical that the contractor that is awarded this contract protect the by-pass pipe and maintains water service to the residents. The by-pass pipe has to be protected from construction equipment going over the pipe and excavation for the new drain pipe going under. If the by-pass pipe is damaged the contractor is responsible for the cost for all repairs, damages and claims from residents. Contractor is also responsible for the cost to supply drinkable water to the residents until repairs have been completed and the water by-pass is back in service.

END OF SECTION

SECTION 01050

ABBREVIATIONS

PART 1 GENERAL

1.01 ABBREVIATIONS

PART 1 GENERAL

1.01 ABBREVIATIONS

- A. Where any of the following abbreviations are used in the specification, they shall have the following meaning:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standard Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
(USASI)	(formerly the United States of America Standard Institute)
USEPA	United States Environmental Protection Agency

END OF SECTION

SECTION 01105

RODENT CONTROL

PART 1 – GENERAL

1.1 SUMMARY

- A. This section specifies rodent control and general pest control requirements within project areas, and bordering areas as designated by the Owner and Engineer. This work is to be performed prior to demolition, excavation, and site preparation and throughout the Contract, so that rodents and other pests do not disperse from or infest the project area.
- B. The Contractor shall develop and implement an Integrated Pest Management (IPM) approach. As part of that approach, the Contractor shall maintain a cooperative dialogue with appropriate agencies and management/representatives of neighboring properties.
- C. The Contractor shall perform the rodent control tasks described in this Scope of Work and also respond to other pest control needs when directed by the Owner.

1.2 SUBMITTALS

- A. Submit to the Engineer copies of pesticide applicator certifications and licenses within ten (10) days of the start of Rodent Control activities and ten (10) days prior to their issuance or renewal for the duration of this Contract.
- B. After performing the survey described in Paragraph 3.2 below and before initiating baiting, submit to the Engineer a written description of proposed pest control procedures, indicating materials, quantities, methods, and time schedule. For all pesticides to be used, submit a copy of the pesticide manufacturer's EPA-approved pesticide label with application directions.
- C. After performing the survey described in Paragraph 3.2 below and before initiating baiting, submit to the Engineer a written description of proposed pest control procedures, indicating materials, quantities, methods, and time schedule. For all pesticides to be used, submit a copy of the pesticide manufacturer's EPA-approved pesticide label with application directions.
 - 1. Weekly - Submit data sheets with locations of sites treated, amounts and types of pesticide used, number and types of traps set, survey and inspection results, sanitation conditions, complaint calls investigated, and any problem that occurred.
 - 2. Monthly - Submit a written summary that includes determinable results of the IPM program and recommendations.
 - 3. Quarterly - Submit a map that shows bait stations, manholes, and catch

basins where rodent baits are being maintained.

1.3 QUALIFICATIONS

- A. The Contractor shall perform this work at all times in accordance with the following minimum standards and as acceptable to the Owner and Engineer.
 - 1. Contractor and key personnel shall have experience with commercial and residential accounts and construction projects; have experience and technical training in vertebrate pest management and integrated pest management; have experience with various rodent control techniques, equipment, and strategies; have training and experience with insect control; and have knowledge of and experience with techniques to reduce non-target hazards.
 - 2. The supervisor shall be licensed and certified by the Massachusetts Pesticide Bureau and certified in General Pest Control (category 41) and Vertebrate Pest Control (category 44). The supervisor shall have specific training and experience in vertebrate pest management, commercial rodent control, general pest control, and integrated pest management.
 - 3. Applicators shall be licensed by the Massachusetts Pesticide Bureau and certified in General Pest Control (category 41). Applicators shall have specific training and experience in commercial rodent control and integrated pest management

1.4 COORDINATION

- A. Perform this Work in cooperation with the other Work performed under the Contract.
- B. Initiate the work on or before field mobilization begins for the Contract and with adequate timing to achieve control before environmental disruptions. Provide a maintenance program until Contract is completed and all equipment and materials are removed.
- C. Perform the Work according to the preliminary schedule described in this section and as accepted or revised by the Owner and Engineer. Estimated durations and start dates may be changed by the Owner or Engineer to suit changes in construction schedules and field conditions. The Work could potentially require performance any day of the week and any hour of the day or night, regardless of weather.
- D. Perform this work in such a manner that toxicant or other control tools do not pose a hazard to persons, domestic animals, or non-target wildlife.

1.5 PERMITS

- A. Obtain and maintain in coordination with the Contractor appropriate permit(s) from city or state agencies for pest control activities associated with this Work.

- B. Obtain and maintain in coordination with the Contractor all right of entry permits required for the performance of this Work. This includes all utilities and private properties to which entrance is required.

PART 2 – PRODUCTS

- A. Furnish and use only pesticide formulations registered by the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Food and Agriculture, where appropriate according to label directions and as acceptable to the Engineer.
- B. Furnish and use devices and supplies (e.g., traps and bait stations) to facilitate the management and effectiveness of the pest control program, where appropriate and as acceptable to the Engineer.

PART 3 - EXECUTION

3.1 MEETINGS

- A. Before proceeding with the Work, all pest control personnel shall attend a Workshop held by the Contractor and Engineer to discuss planned pest control methods and coordination.
- B. The supervisor shall meet with the Contractor and Engineer weekly to discuss pest control activities.

3.2 SURVEY

- A. Prior to baiting, survey the proposed construction area and accessible or observable bordering areas and record signs of rodent activity and sanitation conditions. Closely inspect all embankments, edge areas, and properties within and abutting the construction area. Maintain survey records in the manner described in Paragraph 3.7 below.
- B. Thoroughly inspect construction area and accessible or observable bordering areas and any nearby areas designated by the Owner or Engineer, for rodent activity and sanitation deficiencies weekly throughout the duration of this Contract and in accordance with the work schedule. Maintain inspection records in the manner described in Paragraph 3.7 below.
- C. Plan the control program and allocate resources based on survey and inspection data and as acceptable to the Owner.

3.3 APPLICATION FOR RODENT CONTROL

- A. Apply rodenticide in strict accordance with EPA-approved label directions and the Rules and Regulations of the Massachusetts Department of Food and Agriculture. Maintain records of all bait placements in the manner described in Paragraph 3.7 below.
- B. Where appropriate, especially for surface placements of rodent baits, use properly secured and tamper-resistant bait stations consistent with EPA regulation. Individually number and properly identify all bait stations.
- C. Surface Applications
 - 1. Initial Surface Baiting. Rid the construction area of all detectable rodents before construction begins, or as acceptable to the Owner. Bait all observable rodent burrows. Install and secure bait stations at regular and appropriate intervals and locations, and document rodent activity (burrows, droppings, bait consumed, and dead rodents). Replenish bait and shift bait stations as necessary to ensure complete control of rodent populations. Bait edge and accessible bordering areas as necessary to ensure that rodents will not be dispersed by construction activities and that rodents will not infest work areas.
 - 2. Maintenance Surface Baiting. Establish a maintenance baiting program prior to mobilization by the Contractor, including construction areas and accessible bordering areas, as acceptable to the Owner. Check bait placements weekly. Use survey and baiting data to determine the most effective distribution of baiting locations and bait quantities. Shift and distribute bait and bait stations as appropriate to ensure continued control.
- D. Subsurface Applications
 - 1. General. For situations involving underground construction/demolition, utility relocation, or utility construction, and for other situations when determined necessary by the Owner or Engineer, initiate subsurface baiting and rid underground environments of all detectable rodents before construction begins. Assign an identifying number to each manhole and catch basin where bait is placed so that locations of bait placements can be identified and rodent activity (droppings, bait consumed, and dead rats) can be documented. Conduct bait applications during off- peak traffic hours unless otherwise directed by the Engineer. Access manholes according to the requirements of appropriate agencies and utility companies. Coordinate the Work with appropriate municipal agencies and utility companies.
 - 2. Initial Subsurface Baiting. Apply appropriate baits to control rodent populations in manholes and catch basins. This will involve suspending and securing bait using noncorrosive wire (e.g., 24-gauge plastic

coated). Place bait in all accessible manholes and catch basins within the construction work area. In addition, bait an appropriate set of manholes and catch basins in the blocks bordering the work area and as acceptable to the Owner. Identify all baited manholes and catch basins with a standardized paint mark on the street and a numbered tag to be attached to the suspending wire. Approximately seven days after completion of the first baiting, check all manhole and catch basin baits and record estimates on the amount of bait consumed. Replenish or increase the amount of bait applied according to the amount consumed or as acceptable to the Owner and Engineer. Repeat this process again approximately fourteen days later and until there is little or no bait consumed. Check manholes and catch basins weekly when they repeatedly have 100 percent of the bait consumed.

3. Maintenance Subsurface Baiting. Prior to mobilization by the Contractor, establish a maintenance baiting program appropriate for the rodent infestation patterns identified during initial subsurface baiting. This program shall ensure continued control and shall be performed in a manner acceptable to the Owner and Engineer. Maintain bait in manholes and catch basins that have rodent activity and those that had activity during initial baitings. Check each bait according to rodent activity levels. This could range from weekly to approximately every three months, depending upon the recent history of bait consumption. Use utility maps and baiting data to determine the most effective distribution of baiting locations and bait quantities. Shift and distribute baiting locations as necessary to ensure adequate interception points for controlling immigrating rodents.

E. Cleanup

1. Remove visible rodent carcasses and dispose of them daily consistent with the pesticide label directions and applicable codes, laws, and regulations.
2. Upon completion of any pest control operations at the site, remove remaining bait and dispose of it according to the pesticide label and applicable codes, laws, and regulations. Also remove all wires used for subsurface baiting and any bait stations or traps.

3.4 SANITATION

- A. Prior to construction and throughout the duration of this Contract, identify and document harborage and food sources available to rodents on the construction site and in observable bordering areas. This includes any littering or improper or insufficient use of trash receptacles in construction areas. It also includes any bordering areas with sanitation conditions or structural deficiencies that violate City or State sanitation codes.

- B. Maintain records of sanitation conditions in the manner described in Paragraph 3.7below.

3.5 COMPLAINT CALLS

- A. During construction, respond to pest-related complaints from the "adjacent" neighborhood (i.e. within 200 feet of the project limits) within 12 hours when directed by the Owner or Engineer. Inspect the particular premises and adjacent areas for sanitation and structural deficiencies and also signs of historic and recent pest activity. Provide sanitation and structural maintenance information to the property owner or manager. Use pesticides or traps as necessary and appropriate to resolve the complaint when there is a relationship between the pest infestation and construction activities, or when directed by the Owner or Engineer.
- B. Maintain records of all complaints investigated, including location, contact person, inspection results, and actions taken. Document the relatedness of the pest infestation to construction activities.

3.6 GENERAL PEST CONTROL

- A. When directed by the Owner or Engineer, the Contractor shall determine appropriate methods for any pest control task not specifically identified above and shall submit them in writing to the Owner and Engineer for approval in advance. Such pest control tasks would relate to unanticipated pest control needs within construction areas or adjacent areas. This could include control of insects or vertebrates other than rats and mice.
- B. Maintain records of general pest control activities and results in the manner described in Paragraph 3.7 below.

3.7 RECORD KEEPING

- A. Use standardized data sheets acceptable to the Owner and Engineer to maintain accurate records of date, placement, type, and amount of pesticides or other control tools (e.g., traps) applied. Similarly, maintain records of surveys, inspections, changes in pest activity, sanitation conditions, and complaint calls. Submit data in a format acceptable to the Owner and Engineer and as required under Paragraph 1.3 (C) above.

END OF SECTION 01105

SECTION 01300

SUBMITTALS

<u>PART 1</u>	<u>GENERAL</u>
1.01	INTENT
1.02	MATERIALS-SAMPLES-INSPECTION-REVIEW
1.03	SHOP AND WORKING DRAWINGS
1.04	RECORD OF AS-BUILT DRAWINGS
1.05	OPERATION AND MAINTENANCE INSTRUCTIONS

PART 1 GENERAL

- 1.01 INTENT
- A. The submittals consist of several classes applying to the execution of several or all of the individual Division 2 thru 16 Specifications.
 - B. Provisions of this section shall be binding on all applicable work performed under the other detailed specifications and payment for work performed under this section shall be apportioned against each of the payment items listed in the Bid, unless otherwise directed.
- 1.02 MATERIALS - SAMPLES - INSPECTION - REVIEW
- A. Unless otherwise indicated on the drawings or specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and review by the Engineer. No material shall be processed for, fabricated for, or delivered to the work without prior review by the Engineer.
 - B. As soon as possible after the formal execution of the Contract Agreement, the Contractor shall submit to the Engineer, the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. Where such names have been directly specified in the Bid, or where substitutions have been made in compliance with the INSTRUCTION AND INFORMATION FOR BIDDERS, repetitive submission will not be necessary. When shop and working drawings are required as specified below, the names and addresses of the manufacturers and suppliers shall be submitted prior to the submittal of the drawings so that the Engineer may review the manufacturer and/or supplier as to his or their ability to furnish a product meeting the specifications, subject to final review of the particular material or equipment. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work, in sufficient detail to enable the Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements. Such data shall be submitted in a manner similar to that specified for shop and working drawings.

- C. If the Engineer so requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Except as otherwise specified, tests shall be arranged and paid for in accordance with the General Conditions.
- D. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the materials is intended, and the name of the Contractor submitting the sample.
- E. To ensure consideration of samples, the Contractor shall notify the Engineer in writing that the samples have been shipped and shall properly describe the sample using standard submittal forms supplied by the Engineer. In no case shall the letter of notification be enclosed with the samples.
- F. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. Delay resulting from his failure to do so shall not be used as the basis of a claim against the Owner or the Engineer.
- G. In order to demonstrate the proficiency of workers, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall, at his own expense, provide such samples of workmanship on wall, floor, finish, etc., as may be required.
- H. When required, the contractor shall furnish to the Engineer triplicate sworn copies of manufacture's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- I. After acceptance of the samples, data, etc., the materials and equipment used on the work shall correspond therewith.

1.03 SHOP AND WORKING DRAWINGS

- A. The Contractor shall submit for review shop and working drawings six (6) copies unless otherwise specified) of all materials fabricated especially for this Contract, and of all other equipment and materials except for which such drawings are specifically exempted. Three copies will be returned to the Contractor. Additional copies of shop drawings required by the contractor shall be included in the original submission.

All shop drawings submittals shall be accompanied by a properly completed "Standard Shop Drawing Submittal Form" which will be furnished to the Contractor by the Engineer.

- B. Such drawings shall show the principal dimensions, weight, structural and operating features, performance characteristics and wiring diagrams, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject

of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.

- C. When so specified or if considered by the Engineer to be acceptable, manufacture’s specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for review in place of shop and working drawings. In such case the requirements shall be specified for shop and working drawings, insofar as applicable.
- D. The Contractor shall be responsible for the prompt submission of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
- E. No material shall be purchased for fabricated especially for this Contract until the required shop and working drawings have been submitted and reviewed as conforming to the Contract requirements. All materials and work involved in the construction shall then be as represented by said drawings.
- F. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects; that the electrical characteristics are correct; and that the dimensions of work submitted fit the available space. Any deviations from the Contract requirements shall be clearly noted on the shop drawings. The Contractor shall stamp each submittal with his firm’s name, date, and approval, thereby representing that the above has been complied with. Shop drawings not so checked and stamped will be returned without being examined by the Engineer.
- G. All shop drawings shall be properly identified and indicate the article number of the specifications or the drawing number which applies to the submitted item.
- H. The Engineer’s review of shop and working drawings will follow a general check made to ascertain conformance with the design concept and functional result of the project and compliance with the information given in the Contract Documents. The contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.
- I. The classification of Engineer’s review shall be as follows:

<u>Review Code</u>	<u>Action Code</u>
No Exception Taken	-
Note Markings	Confirm
Rejected	Resubmit

1.04 RECORD OR AS-BUILT DRAWINGS

- A. During the progress of the work, each major subcontractor shall keep on file one complete set of red line prints furnished by the Engineer on which shall be accurately and promptly noted, as the work progresses, changes, revisions and additions to the work. Wherever the work is installed otherwise than as shown on the contract Drawings said changes shall be noted. Corrections shall be made in red ink. The above prints upon completion of the work shall be submitted to the Engineer.
- B. Contractor is responsible to develop service tie cards for this project.
- C. Before the Contractor is entitled to receive his final payment under this Contract, he shall submit to the Engineer for transmittal to the Owner the above complete set of annotated plans and services tie cards of his work performed by him indicating in particular the location of covered work, pipes, wires, ducts, etc. All trades must cooperate with the Contractor in preparation of this set of plans and service tie cards to facilitate its accuracy and completeness.

1.05 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. The Contractor shall thoroughly instruct the Owner's representative in the proper operation of all mechanical and electrical systems. Skilled personnel shall be retained as long as necessary for this purpose.
- B. The Contractor shall submit to the Engineer three (3) typed sets, bound neatly in loose leaf binders, of all instructions for the installation, operation, care and maintenance of all equipment, fixtures and systems. Information shall indicate possible problems with equipment and suggested corrective action. The instructions shall include other information deemed necessary by the Engineers.
- C. The Contractor shall furnish three (3) typed sets of instructions for lubricating each piece of equipment. Instructions shall state type of lubricant, where and how frequently lubrication is required.
- D. The Contractor shall submit to the Engineer three (3) typed sets of instructions for the ordering and stocking of spare parts for all equipment. The lists shall include catalog numbers of parts and suggested supplier. Each set shall also include an itemized list of component parts that should be kept on hand with information where such parts can be purchased.
- E. Such instructions and parts lists shall be annotated to indicate only the specific equipment furnished. References to other sizes and types or models or similar equipment shall be deleted or neatly lined out.
- F. Such operating instructions and parts lists shall be delivered to the Engineer at the same time that the equipment to which they pertain is delivered to the site.

END OF SECTION

SECTION 01381

AUDIO-VIDEO TAPING

PART 1 GENERAL

1.01 SCOPE OF WORK

PART 2 MATERIALS

2.01 AUDIO-VIDEO TAPES

PART 3 EXECUTION OF WORK

3.01 COLOR AUDIO-VIDEO TAPING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Work under this section consists of furnishing all labor, materials, and equipment necessary to furnish color audio video taping of the existing pre-construction conditions of the project area as specified herein.
- B. Furnish to the Engineer an original and one (1) copy of a continuous color audio video tape recording. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio-video taping because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any taping rejected by the Engineer shall be re-taped at no additional cost. Under no circumstances shall construction begin until the Engineer has received and accepted the audio-video tape(s).
- D. The taping shall be performed by a qualified, established audio-video taping firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.

PART 2 MATERIALS

2.01 AUDIO-VIDEO TAPES

- A. All videocassettes shall be professional grade tapes, one-half inch, standard VHS format. Or approved digital format.
- B. Each tape shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- C. Information appearing on the tape must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- D. Digital information will be as follows:
 - 1. Upper left corner: Name of Contractor, Day, Date, Time and name of Project
 - 2. Lower left corner: Route of travel, viewing side, direction of travel and stationing
- E. Time must be accurate to within 1/10 of a second and continuously generated.

- F. Written documentation must coincide with the information on the tape so as to make easy retrieval of locations sought for a later date.
- G. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives.
- H. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- I. All tapes and boxes shall bare labels with the following information: Tape number, Owner's name, Date of taping, Project name and number and Location and standing limit of tape.

PART 3 EXECUTION OF WORK

3.01 COLOR AUDIO-VIDEO TAPING

- A. The recordings shall be of sufficient detail to accurately and clearly show the existing, pre-construction conditions of the entire project are. Each tape shall be accompanied by an audio description of what is being videotaped with special attention given to areas, which could be involved in disputes after completion of construction.
- B. Coverage shall include, but not be limited to, all existing roadways, sidewalks, curbs, driveways, buildings, and structures, stonewalls, fences, above ground utilities, landscaping, trees, signage and other physical features located within the zone of influence of the construction. The coverage may be expanded if directed by the Engineer. All taping will be done during daylight hours. No taping shall be performed if weather is not acceptable, such as rain or fog, etc.
- C. Particular attention during taping shall be paid to the private property adjoining the project such as beyond the back of sidewalk. **The tape may later be reviewed to settle property damage disputes between property owners and the City or Contractor.**

END OF SECTION

SECTION 01500

TEMPORARY PROVISIONS AND PROTECTION

OF UTILITIES AND PROPERTIES

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 EXECUTION OF WORK

- 2.01 COORDINATION WITH OTHERS
- 2.02 PUBLIC SAFETY AND CONVENIENCE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor's attention is directed to the location of underground utilities in the proposed area of work.
- B. The Contract Drawings indicate the approximate location in plan and profile of existing overhead and subsurface utilities in the vicinity of the work.
- C. Whatever measures are necessary to protect these lines during the work shall be included in the Contract Unit Price for the various items involved.
- D. In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, if requested, furnish manpower under the Owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Owner, either the municipality or the utility company. The cost of such repairs shall be borne by the Contractor without compensation.
- E. The locations of existing underground utilities are shown in an approximate way only. The Contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.
- F. The work to be done under this Contract may necessitate changes in the properties of utility companies or the municipality hereinbefore listed. Immediately after executing the Contract, the Contractor shall confer with the owners of all utilities in order that relocations of mains or services may be made at times consistent with operations of this Contract.
- G. The rims of all utility manholes and boxes shall be set to conform to the required grades and the Contractor shall see that all such setting or resetting is substantially and accurately done in conformity with new grades, whether such setting or resetting is

done by him or by companies owner or controlling same, and shall notify the Engineer of any negligence on the part of the owners of the utilities to perform their work promptly.

1.02 RELATED WORK SPECIFIED ELSEWHERE

SECTION 01300 - SUBMITTALS
SECTION 01570 - TRAFFIC CONTROL AND POLICING
DIVISION 2 - SITE WORK - As Appropriate

PART 2 EXECUTION OF WORK

2.01 COORDINATION WITH OTHERS

- A. Before starting any work under this Contract, the Contractor shall submit a Schedule of Operations. The work schedule shall include a plan of his construction procedures and the safety measures he will use during the prosecution of the work.
- B. The Contractor shall coordinate his work with the work to be done by the Public Utilities or other agencies, and he shall so schedule his operations as to cause the least interruption to the normal flow of traffic in existing roads.
- C. The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians or other causes.
- D. The Contractor shall assume full charge of space for the storage of materials of all subcontractors and trucks, confining all apparatus, storage of materials and construction operations to the limits indicated by ordinance or permits. He shall allot space for the storage of materials of subcontractors, facilitate the progress of the work, prevent friction, and maintain order and tidiness throughout the project site. Storage areas within the project are limited. The Contractor may be required to obtain storage areas outside the project limits at his own expense. The Contractor shall enforce any instruction of the Owner or the Engineer regarding signs, advertising, fires, danger signals, barricades, smoking, etc.
- E. Existing property markers shall be tied by the Contractor with respect to the construction and/or base line with such ties being given to the Resident Engineer. Such work shall be considered as part of the Contractor's incidental work for which no payment will be received.
- F. No extra payment shall be made for scheduling the work or for maintenance of traffic; the cost of which shall be included in the various bid items of the Bid.

- G. The casting of all structures, which are required to be set or reset under the pertinent items of this contract or by others shall not be set complete in place to the established grade until after the bituminous concrete base course has been completed in place as directed.
- H. The Contractor shall not proceed with surfacing operations without the specific written approval of the Engineer.
- I. Wherever it is necessary to meet existing surface, the Contractor shall construct a foundation, base and surface to form a continuous smooth roadway.
- J. The Contractor shall provide for the removal of all dirt spilled from his trucks on existing pavement over which it is hauled, or otherwise deposited thereon whenever, in the judgment of the Engineer, the accumulation is sufficient to cause the formation of mud or dust, or interfere with drainage or create a traffic hazard.
- K. Private Property that is disturbed, outside of the construction limits, shall be repaired by the Contractor at his own expense. No area shall be used for storage without the permission of the Engineer, and the Contractor may be required to obtain storage areas outside the project limits at his own expense.
- L. Particular care shall be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The convenience of the general public along and adjacent to the highway shall be provided for in an adequate and satisfactory manner. Adequate access shall be maintained to all buildings in use. Signs are to be kept clean at all times, and legends shall be distinct and unmarred.
- M. The Contractor shall place and erect the necessary detour signs as indicated on the Contract Drawings and under the related sections as specified, and shall maintain said signs for the duration of the project.
- N. The Telephone Company and the Electric Company shall install and/or relocate poles and services as required. The Gas Company shall relocate its service as required. The Contractor shall schedule his operation so as to permit regulated public service corporations to remove and temporarily or permanently relocate their property which conflicts with respect to line and grade of any structure to be constructed under this Contract. All other structures which are owned by public service corporations and are within the limits of work shall be protected by the Contractor. Any public service corporation's property which require temporary supports shall be supported by the respective utilities during the period of construction.
- O. Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities or his intention to commence operations affecting such utilities at least one (1) week in advance of the commencement of such operations that may affect their utilities and the Contractor shall at the same time file a copy of such notice with the Engineer.

- P. The Contractor's attention is called to the completion date opening the road for traffic, which have been established with the intent to complete the project and make it available to the traveling public at the earliest possible date.
- Q. For the purpose of observing work that affects their respective properties, inspectors for the municipality, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the Contractor shall be issued by the Engineer.

2.02 PUBLIC SAFETY AND CONVENIENCE

- A. Trenches shall not be excavated in traveled ways until all materials and equipment required for such work are at the site and available for immediate use. When work is not in progress, trenches in areas subject to public travel shall be covered with steel plates capable of safely sustaining a 20 ton truck load with impact. The work in each trench shall be practically continuous, with the placing of pipe, backfilling and patching of the surface closely following each preceding operation. Payment for steel plates will be included under the unit bid price per linear foot for each respective pipe item regardless of width of trench.
- B. The Contractor's attention is directed to the AASHTO Guide on Occupational Safety of Highway Construction Projects, subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 KV or below, and greater distances for higher voltage...". For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

END OF SECTION

SECTION 01562

DUST CONTROL

- PART 1 GENERAL
1.01 DUST CONTROL OPERATIONS
1.02 REQUIREMENTS

PART 1 GENERAL

- 1.01 DUST CONTROL OPERATIONS
- A. The Contractor shall perform dust control operations, in an approved manner, whenever necessary or when directed by the Engineer, even though all other work on the project shall be suspended. Dust controlling shall be generally accomplished by the use of water; however, the use of flake calcium chloride may be ordered when necessary to control dust nuisance.
- 1.02 REQUIREMENTS
- A. The Contractor shall practice dust control to meet all air pollution standards as set forth by federal and state regulatory agencies.

END OF SECTION

SECTION 01567

POLLUTION CONTROL & ENVIRONMENTAL PROTECTION

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 POLLUTION AND EROSION CONTROL MATERIALS

PART 3 EXECUTION

- 3.01 PRECONSTRUCTION CONFERENCE
- 3.02 PROCEDURAL DETAILS
- 3.03 DUST CONTROL
- 3.04 ACCEPTANCE

PART 1 GENERAL

- 1.01 SCOPE OF WORK

- A. This work shall consist of temporary and permanent control and restoration measures as hereinafter stated or ordered by the Engineer during the life of the Contract to control water pollution and erosion (through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion and pollution control devices or methods) and to limit disturbance and/or alteration of the natural environmental setting.
- B. The temporary pollution control and environmental protection and restoration provisions contained herein shall be coordinated with detailed construction specifications elsewhere in the Contract to the extent practical to assure economical, effective and continuous pollution and erosion control, and environmental protection and restoration throughout the construction and post construction period.
- C. Payment for this work shall be apportioned against each of the payment items listed in the Bid, unless otherwise specified.

- 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. This is a general section and relates to any and all other sections wherein the work might result in pollution or environmental damage.
- B. SECTION 01710 - CLEANING UP

PART 2 MATERIALS

2.01 POLLUTION AND EROSION CONTROL MATERIALS

- A. Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corncobs, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious materials.
- B. Slope drains may be constructed of pipe, fiber mats, riprap, plastic sheets, or other material acceptable to the Engineer that will adequately control pollution.
- C. Grass shall be quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover which will not later compete with grasses sown later for permanent cover.
- D. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
- E. Flake calcium chloride shall be used for dust control.

PART 3 EXECUTION

3.01 PRECONSTRUCTION CONFERENCE

- A. At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer for acceptance his schedules for accomplishment of temporary and permanent pollution and erosion control and environmental protection and restoration work, as well as a detailed de-watering and sediment control plan, as are applicable for clearing and grubbing and general construction. The Contractor shall also submit for approval his proposed method of disposal of unsuitable material and restoration of disturbed land to its original (prior to construction) condition, either at the time of the pre-construction conference or prior to the starting of any work. No work shall be started until schedules and methods of operations have been approved by the Engineer.

3.02 PROCEDURAL DETAILS

- A. The Engineer shall have the authority to limit the area of erodible earth exposed by construction and to direct the Contractor to provide immediate permanent or temporary pollution control and environmental protection measures to prevent contamination of adjacent streams or other watercourses, ponds, or other areas of water impoundment. Such work may involve the construction of temporary mulches, mats, seeding or other control devices or methods as required by the conduct of the work.
- B. The Contractor shall be required to incorporate all permanent pollution control and environmental protection features into the project at the earliest practical time as outlined in his approved schedule. Temporary pollution control and environmental protection measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of

permanent pollution control or environmental protection features; or that are needed temporarily.

C. The Contractor shall undertake and comply with the following measures with respect to adverse environmental impacts, resulting from the operations listed below.

1. Clearing Grubbing - Disturbed areas shall be re-grassed at the direction of the Engineer.
2. Tree cutting in undeveloped cross-country or building site areas as designated by the Engineer - Trees within the temporary right-of-way, shall be cut only with the written approval of the property owner. Trees approved for cutting shall be marked with a 2-inch wide paint ring. The Contractor shall furnish the Engineer with sufficient spray paint and shall be present during all tree marking, and shall notify the appropriate property owner, the Owner, and the Engineer, concerning his availability for tree-marking at least ten (10) calendar days prior to the start of the applicable construction. Trees not approved for cutting shall be adequately protected against damage by methods approved by the Engineer. Cut or damaged trees not approved for cutting or outside of the total working right-of-way shall be replaced with trees of similar nature and maturity at the Contractor's expense. When directed, stumps of approved cut trees shall be removed and replaced with seedlings of a similar nature, 6-12 feet in height.
3. Access road construction - Riprap or sodding shall be used to prevent erosion.
4. Material Storage - Materials shall be stored only at approved locations. Petroleum products shall be stored away from wetland areas.
5. Excavation - The Contractor shall use care to contain wet fill where it is dumped. When material is stockpiled next to a trench, the side away from neighboring brooks, swamps, canals, etc., shall be utilized where space conform to the natural angle of repose of the soil. The Contractor shall promptly remove all sediment from brooks and swamp areas, if deposition cannot be avoided during construction. The Contractor shall promptly remove excess fill and regress the work area. Excess fill shall not be disposed of in wetlands, other than in areas defined on the drawings, or areas approved by commissions or authorities having jurisdiction.
6. Water handling - The Contractor shall be required to use crushed stone or plastic sluiceways leading to brooks to filter and pool pumped discharges.
7. Backfilling - The Contractor shall replace unsuitable material with suitable material. He shall also be responsible for surface repairs as required.
8. General - Trash receptacles shall be required on the job site. The Contractor shall perform preliminary clean-up operations as he completes segments of his work.

9. Spillings - Ground Spillings of oil or other petroleum products drained from equipment shall be strictly prohibited. The Contractor shall provide leak proof containers for receiving drained oil and shall properly dispose of such oil away from the site of the job.

3.03 DUST CONTROL OPERATIONS

- A. The Contractor shall perform dust control operations, in an approved manner, whenever necessary or when directed by the Engineer, even though all other work on the project shall be suspended. Dust lying shall be generally accomplished by the use of water; however, the use of flake calcium chloride may be ordered when necessary to control dust nuisance.
- B. The Contractor shall practice dust control to meet all air pollution standards as set forth by federal and state regulatory agencies.

3.04 ACCEPTANCE

- A. Final inspection and acceptance in regard to cleanup, site restoration and pollution control measure areas shall be made in the presence of the Owner and/or commissions or authorities having jurisdiction. The Contractor shall notify the Owner in writing of readiness of the work for final inspection.

END OF SECTION

SECTION 01570

TRAFFIC CONTROL AND POLICING

PART 1 GENERAL

1.01 SCOPE OF WORK

PART 2 MATERIALS

2.01 GENERAL

PART 3 EXECUTION OF WORK

3.01 SCHEDULE OF OPERATIONS

3.02 LOCATION OF SIGNS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall install construction traffic and pedestrian controls as specified herein and any additional construction and/or detour controls deemed necessary by the Engineer or the Contractor himself, or required by the Manual on Uniform Traffic Control Devices.

- B. Where the roadway under construction is the only means of vehicular or pedestrian access to a particular area, the Contractor must provide continual access to that area for residents and emergency vehicles.

- C. Work under these items shall conform to the relevant provisions of the Massachusetts "Standard Specifications for Highways and Bridges", latest edition, as amended and specified herein.

PART 2 MATERIALS

2.01 GENERAL

- A. All signs, barricades, and drums shall have encapsulated lens and reflective sheeting in accordance with the Massachusetts "Standard Specifications for Highways and Bridges".

PART 3 EXECUTION OF WORK

3.01 SCHEDULE OF OPERATIONS

- A. At a reasonable time in advance of the construction work, the Contractor shall submit to the Engineer for approval a traffic management plan, stamped by a Massachusetts Registered Professional Engineer, showing all construction and/or detour control devices to be erected. All of the devices shall be moved after each phase of the project and after the project is completed.

3.02 LOCATION OF SIGNS

- A. The detour signs and other control devices shall be located as specified herein.
- B. The construction and/or detour signs as herein specified shall be removed and relocated after each phase of the project.
- C. The Contractor shall notify the responsible heads of the Fire, Police, and Public Works Departments, before beginning each phase of the project.
- D. All signs, barricades, makings and lighting devices shall conform to the Manual on Uniform Traffic Control Devices - latest edition.
- E. The contractor shall submit a Traffic Control Management plan detailing types of signs, detours, and locations of signs for review by the City. The submitted traffic plan shall be stamped by a Massachusetts Registered Professional Engineer.

END OF SECTION

SECTION 01710
CLEANING UP

PART 1 GENERAL
1.01 SCOPE OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. During its progress the work and the adjacent areas affected thereby shall be kept clean and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that public property owners will be inconvenienced as little as possible.

- B. Where material or debris has washed or flowed into or been placed in watercourses, drains, catch basins, or elsewhere as a result of the Contractor's operations, such materials or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a neat, clean and functioning condition.

- C. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him, shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

- D. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration, or as required in other divisions of this specification.

- E. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors and on completion of the work shall deliver it undamaged and in a fresh and new appearing conditions. All mechanical equipment shall be left fully charged with lubricant and ready for operation.

- F. Payment for cleanup and restoration shall be apportioned against each of the payment items listed in the BID, unless otherwise specified.

END OF SECTION

SECTION 02016

PRE/POST CONSTRUCTION SURVEY

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

- 3.01 INVESTIGATIONS CONDUCTED FOR INSURING AGENCIES
- 3.02 EXAMINATION OF EXISTING STRUCTURES
- 3.03 SURVEY OF EXISTING UTILITIES
- 3.04 POST CONSTRUCTION SURVEY

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Work under this section consists of furnishing all labor, materials, equipment, and supervision necessary to perform a pre/post construction survey of a designated “blasting area” or area where proposed excavations would influence the condition or alignment of existing structures or appurtenances. Such a study would involve a detailed, descriptive investigation with photographic support of, as minimum, all buildings within 300 feet of anticipated rock blasting or as specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 1 – Section 01381 – Audio-Video Taping
- B. DIVISION 2 – As Appropriate

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01 INVESTIGATION CONDUCTED FOR INSURING AGENCIES

- A. Adequate liability coverage shall be secured by the Contractor for himself, the Owner, and the Engineer. Such coverage as applied to this section shall cover all damages resulting from seismic disturbances created by execution of the proposed project. In the event of damage to private property resulting from excavation or blasting operations, the Owner and the Engineer shall be held harmless.
- B. Pre/post construction surveys shall be performed under the supervision of a professional engineer registered in Massachusetts and shall be documented with photographs. The

pre-construction study shall be conducted no more than four weeks prior to commencement of work in the designated area in order to be considered a valid representation of existing conditions.

3.02 EXAMINATION OF EXISTING STRUCTURES

- A. Investigations of area structures shall be conducted with photographic support so as to exactly define the condition of their foundation and supporting columns. This established base shall be later used for comparison with post construction conditions. Deficient and failing structures shall be defined in detail.
- B. Examination of bridges and other roadway structures shall also be conducted with regards to structural integrity, alignment, elevation and with regards to related structures.

3.03 SURVEY OF EXISTING UTILITIES

- A. Examinations shall also be conducted with respect to area utilities. Alignments of utility poles and pipe lines shall be established wherever possible by photographic means. Elevations and conditions of drainage structures to be left-in-place shall also be examined if such information has not already been obtained by the Engineer.

3.04 POST CONSTRUCTION SURVEY

- A. Upon completion of construction operations in a given area, the Contractor shall conduct a final inspection and survey so as to ascertain any damage or non-damage resulting from his operations. The survey shall be fully supported by photographic evidence, and any resulting damage shall be immediately reported to the Owner, the Engineer and the insurance agent for the Contractor.

END OF SECTION

SECTION 02100

SITE PREPARATION

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE

PART 2 NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01	PROTECTION
3.02	PRELIMINARY SITE PREPARATION
3.03	EXPLOSIVES
3.04	CONSTRUCTION NEAR TREES
3.05	DISPOSAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, tools, equipment, and service necessary to perform the following items of work which relate to the performance of the construction contract, in accordance with the contract drawings.

- B. Work shall include:
 - 1. Field engineering and grade control.
 - 2. Modifications and/or abandoning or removal of existing utility structures and lines not paid for under other items.
 - 3. Furnish and Install Erosion Control Barriers and remove barrier upon completion of project.
 - 4. Sawcutting of pavement
 - 5. Excavation of pavement and subbase and removal of surplus as specified under Section 02220.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 2 - SITE WORK - As Appropriate

PART 2 NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01 PROTECTION

- A. Adequate protection measures shall be provided to protect workmen and passersby. Streets, roads, adjacent property, and existing utilities to remain shall be fully protected throughout the construction operations.
- B. This item shall include any additional work required in crossing existing culverts, water courses, catch basins, drains, fire hydrants, gas, water and sewer lines and services, utility poles, and other utilities. Also included in this item is all work required to support existing utilities and structures including, but not limited to, the following: bracing, hand excavation and backfill (except concrete cradles), and any other work required for crossing the utility or obstruction, but included for payment in other items of this Specification.
- C. Fences, trees, signs, traffic islands, guardrails, and utility poles in the vicinity of the work shall be protected from damage under this item. If damaged or removed, they shall be replaced in a condition equal to that existing before construction began.

3.02 PRELIMINARY SITE PREPARATION

- A. Prior to any excavation the Engineer will furnish the following survey work: location of the benchmark(s) at the site and copies of survey notes. The Contractor shall furnish and set, at his own expense, all remaining stakes required for the construction operations and he shall be solely responsible for the accuracy of the line and grade of his work.
- B. The Contractor shall be held responsible for the preservation of all stakes and marks placed by the Engineer. If any of such stakes or marks are disturbed or destroyed by the Contractor, he shall replace them at his expense.

3.03 EXPLOSIVES

- A. Explosives will not be permitted.

3.04 CONSTRUCTION NEAR TREES

- A. When excavation occurs around trees to remain, the tree roots shall not be cut. Excavation shall be accomplished by careful hand digging and without injury to the roots.

3.05 DISPOSAL

- A. All disposal costs are the Contractor's expense.

- B. Material to be removed shall be removed by the end of each day's work, as it accumulates. Should the Contractor elect to continue work beyond normal working hours, material to be removed shall not be allowed to accumulate for more than 36 hours.
- C. Burning on site will not be permitted

END OF SECTION

SECTION 02110

CLEARING AND GRUBBING

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS - NOT APPLICABLE

<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	CLEARING
3.02	GRUBBING
3.03	DISPOSAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The provisions of this section apply to undeveloped or cross-country building site areas as designated by the Engineer. It is the intent of the Contract Documents that damage and/or alteration of existing terrain be minimized and confined to a limited area.
- B. The Contractor shall clear and grub as shown on the plans, unless otherwise directed by the Engineer. Trees approved for cutting shall be marked by a 2 inch wide paint ring.
- C. The Contractor shall not cut or injure any existing trees or other vegetation outside the limits of the areas of work, as indicated on the Contract Drawings, without written approval from the Engineer. Trees or group of trees to be left in place, inside the work limits, shall be protected from damage by barriers or other suitable means to be approved by the Engineer.

1.02 RELATED SPECIFIED ELSEWHERE

- A. SECTION 02200 - EARTHWORK
SECTION 02270 - SLOPE PROTECTION & EROSION CONTROL

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01 CLEARING

- A. With the exception of those trees and other vegetation which the Engineer denotes for preservation by the Contractor, the Contractor shall cut or remove all trees, saplings, brush, and other vegetative matter such as snags, leaves, saw dust, bark, etc., and refuse. The ground shall be cleared to the width of the permanent easement unless otherwise directed by the Engineer.
- B. Trees or group of trees designated to be left standing shall be trimmed of all dead branches 1 ½ inches in diameter or more. The trees shall be trimmed of live branches to height specified by the Engineer. All limbs which are to be trimmed must be neatly cut as close as possible to the tree trunk or a major branch; and all cuts more than one inch in diameter shall be painted by an approved tree wound paint.

- C. Except where clearing is done by uprooting with machinery or where stumps are left longer to facilitate subsequent grubbing operation, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, with no more than 6 inches remaining above the ground surface in the case of small trees, and 12 inches in the case of large trees.

3.02 GRUBBING

- A. In areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of 18 inches all roots larger than 3 inches in diameter, and remove to a depth of 6 inches all roots larger than ½ inch in diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is the lower. Depressions resulting from grubbing shall be filled in with approved material and compacted to the height of the adjacent surface.

3.03 DISPOSAL

- A. All material collected in the course of the clearing and grubbing, and not to remain shall become the property of the Contractor and shall be disposed of in a manner satisfactory to the Engineer. Disposal of the materials in the clearing and grubbing operations and shall not be left until the final cleanup period.
- B. Burning shall not be allowed without a permit from the Fire Department and the approval of the Engineer. The Contractor will be responsible for compliance with all Federal, State and Local Laws regarding such burning. The site of the fire shall be picked out in advance by the Engineer. Burning shall be carried out in such a manner as to avoid all hazards which might cause damage to existing structures, construction in progress, trees, vegetation or other property not designed to be disposed of. All disposal by burning shall be under constant attention by the Contractor until the fire has burned out or has been properly extinguished.
- C. Prior to depositing surplus material at any offsite location, the Contractor shall obtain a written agreement between himself and the owner of the property. The agreement shall state that the owner of the property gives permission for the Contractor to enter and deposit the material at no expense to the project Owner or the Engineer. A copy of the agreement shall be furnished to the Engineer.
- D. Because of the disease-carrying characteristics of elm trees, the Contractor shall take special care to completely dispose of all elm trees or the limbs of elm trees removed, by burying under 12 inches of soil in approved areas. Where it is evident that removed timber carries Dutch Elm disease, then the timber shall be disposed of in accordance with applicable laws.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- 1.03 SITE INFORMATION
- 1.04 PROTECTION OF EXISTING CONDITIONS

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

- 3.01 DESCRIPTION
- 3.02 OPEN EXCAVATION
- 3.03 SEPARATION OF SURFACE MATERIALS
- 3.04 EXCAVATED MATERIAL
- 3.05 DRAINAGE
- 3.06 STRUCTURE EXCAVATION
- 3.07 SLABS ON GRADE
- 3.08 TRENCH EXCAVATION
- 3.09 TRENCH EXCAVATION IN FILL
- 3.10 TRENCH LIMITS
- 3.11 EARTH EXCAVATION BELOW NORMAL GRADE
- 3.12 EXCAVATION NEAR EXISTING STRUCTURES
- 3.13 RELOCATION AND REPLACEMENT OF EXISTING STRUCTURES
- 3.14 CARE AND RESTORATION OF PROPERTY
- 3.15 DUST CONTROL
- 3.16 BACKFILLING - GENERAL
- 3.17 BACKFILLING AROUND STRUCTURES
- 3.18 BACKFILLING IN OPEN TRENCH
- 3.19 MATERIAL FOR FILLING AND EMBANKMENTS
- 3.20 GRADING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall make all excavation of normal depth in earth for sites, structures, roads, and trenches in whatever substance encountered, and shall place and compact backfill to the dimensions and levels shown on the plans or as required by the Engineer. The Contractor shall provide all labor, material, equipment, supervision and incidentals to execute the work in strict accordance with these specifications and applicable drawings. Work under this section includes, but is not necessarily limited to, stripping and stockpiling of suitable topsoil, excavation of all materials encountered, trenching, sheeting, shoring, dewatering, blasting, maintenance of excavation, backfill, fill, providing borrow, compaction, and grading. The Contractor shall do layout.

- B. The Contractor is advised that lines and grades, as shown on plans and profiles, are subject to change. Although it is the intention to adhere to that which is shown on the plans, the Engineer reserves the right to make changes in lines and grades of utilities and locations of manholes when such changes may be necessary or advantageous.
- C. The Contractor's particular attention is directed to the related sections of the specifications. Specific information is provided for stockpiling material on-site or off-site and disposal of unsuitable material. Special requirements applicable to excavation to remove soft material, site preparation settlement, and timing of construction are identified.
- D. In open trenching on State, County, or local highways and railroad properties, the Contractor shall be governed by the conditions, restrictions and regulations made by the appropriate body. All such regulations shall be in addition to those set forth in these specifications.
- E. Any excavation, dewatering, sheeting, and bracing shall be carried out in such a manner as to eliminate any possibility of undermining or disturbing the foundations of any existing structures or any work previously completed under this Contract, or as specified herein.
- F. The Contractor shall fill or backfill all excavations as indicated on the Contract Drawings and as specified herein, but is advised that some of the excavated material may not be suitable as backfill material.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 02224 - FILL AND BACKFILL MATERIALS
- B. SECTION 02250 - COMPACTION CONTROL AND TESTING
- C. SECTION 02575 - PAVING REPAIR AND REPLACEMENT

1.03 SITE INFORMATION

- A. Existing grades and other site information shown on the applicable Contract Drawings are approximate and have been compiled by field surveys. The Owner does not guarantee that grades shown will not vary from the actual site conditions. The Contractor must make his own field investigations to determine all conditions affecting the work to be done and materials needed and make his bid in sole reliance thereon.

1.04 PROTECTION OF EXISTING CONDITIONS

- A. General: Extreme care shall be exercised to avoid existing trees, shrubs, facilities, utilities, fences, and private property that are to remain and all necessary precautions taken to preclude damage to these items. Any damage to these items as a result of work performed by the Contractor shall be repaired by the Contractor at his own expense.

- B. Utility agencies shall be contacted and advised of proposed work prior to the start of actual excavation. The Contractor shall obtain information from the proper sources and authorities concerning locations of all utilities within the scope of this work, in order that there will be no damage done to such utilities.
- C. If and when encountered, utilities shall be supported and protected, and the Engineer shall be notified. Entrance, opportunity, and ample time shall be allowed for such measures as may be required for the continuance of utility services. Utilities to be abandoned within excavation areas shall be removed, plugged, or capped by the Contractor as directed by the Engineer. Permanent existing utilities near the excavation and/or construction work shall be properly protected during construction work, and any damage to such permanent utilities shall be repaired by the Contractor without expense to the Owner or Engineer.
- D. All utility services shall be supported by suitable means so that the services shall not fail when tamping and settling occurs. No separate item is provided for service supports and the Contractor must cover supports in the unit prices bid for the roadway construction.
- E. The Contractor shall not be compensated for any additional work involved whenever a utility or underground structure is so encountered within the work limits.
- F. The Contractor shall not be compensated for any additional work involved if the utilities or underground structures cross the trench line transversely above or below the proposed work.
- G. Rules and regulations governing the respective utilities shall be observed. Active utilities shall be adequately protected from damage, and shall not be removed or relocated except as indicated or directed.
- H. All existing pipes, poles, wires, fences, curbing, and other structures which, in the opinion of the Engineer, must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor, and in case of injury, the Contractor shall notify the appropriate party so that proper steps may be taken to repair any and all damage done. The Contractor shall at his own expense replace, repair, or restore the affected facilities to their original condition or shall reimburse the owner of said facilities for such expenses as the owner may accrue. When the owners do not wish to make the repairs themselves, all damage shall be repaired by the Contractor, or, if not promptly done by him, the Engineer may have the repairs made at the expense of the Contractor.
- I. Survey markers: Any existing property boundary markers, Town bounds, control points, and datum elevations markers or bench marks to be removed and replaced as shown on the Contract Drawings or directed by the Engineer shall be removed and replaced by the Contractor with all expenses for such replacement paid for by the Contractor.
- J. The Contractor shall provide and maintain barricades, signs, lights, etc., required for the protection of personnel, materials and property. Barricades, etc., shall conform with all

codes and regulations, and shall be lighted at night with lanterns, and reflectorized paint as directed or required for safety, and shall be removed upon completion of the Contract.

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01 DESCRIPTION

- A. The Contractor shall make excavations in such manner and to such width as will give suitable room for building the structures or for constructing the roadways but complying with the limits shown on the Contract Drawings. The Contractor shall furnish and place all sheeting, bracing, and supports; shall do all pumping and draining and any other work necessary for dewatering and shall render the bottom of the excavation firm and dry and in all respects acceptable.
- B. In no case, except as provided for in Part 3.10 titled "Trench Limits", shall the earth be plowed, scraped, or dug by machinery so near to the finished grade as to result in disturbance of material below said grade. The last of the material to be excavated shall be removed with pick and shovel just before placing pipe, masonry, or other structures.
- C. All excavations shall be braced with steel sheeting or steel excavation boxes as specified in the related specifications or as shown on the Contract Drawings.

3.02 OPEN EXCAVATION

- A. All excavation, except as otherwise specified or permitted, shall be open cut. The length of trench open at any one time will be controlled by the Engineer. The Contractor shall not have more than three hundred (300) feet of trench open at any one time during daylight hours.

3.03 SEPARATION OF SURFACE MATERIALS

- A. From areas within which excavations are to be made, loam, topsoil, sand, and gravel shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate materials, he shall furnish as directed and without additional compensation, clean backfill and loam and topsoil at least equal in quantity and quality to that excavated.
- B. When excavations are to be made in paved surfaces, the Contractor shall machine cut the pavement along the proposed trench lines, with either a pneumatic hammer or mechanical saw in such a manner that the edges of the remaining pavement follow clean, trim, straight lines. If pavement is removed, it shall not be mixed with other excavated material, but shall be disposed of away from the site before the remainder of the excavation is made.

3.04 EXCAVATED MATERIAL

- A. Excavated material shall be so placed as not to interfere with travel on the streets and driveways by the occupants of adjoining property, cause undesirable settlement, or obstruct free access to hydrants and gate valves. Access for emergency vehicles shall be maintained at all times. Excavated material shall not be deposited on private property until written consent of owner or owners thereof has been filed with Engineer. Onsite excavated material stockpiles shall be stored as directed by the Engineer. However, if it is impractical or unsafe to stack suitable, excavated, backfill material adjacent to the work, the material shall be hauled and stored at a location provided by the Contractor at no additional expense to the Owner. Excavated material shall not be deposited in brooks or streams. Excavation shall include the removal of unearthened wooden structures.
- B. It is expressly understood that no excavated materials shall be removed from the site of work or disposed of by the Contractor except as directed or approved by the Engineer. All material designated by the Engineer to be removed from the site shall be immediately removed and legally disposed of according to Federal, State and Local codes and regulations. The Contractor will be required to clean any roads and streets of material that is spilled from his operation of hauling and disposing of unsuitable excavated material.
- C. Suitable excavated material may be used for fill or backfill on other parts of the work.
- D. Upon completion of the backfilling, the streets or property shall be cleaned, surplus material removed, and the surfaces restored to the condition in which they were before construction. All materials left over in public highways shall become the property of the Contractor. If the Contractor fails to promptly remove such surplus material, the Engineer may have the work done and charge the cost thereof as money paid to the Contractor.
- E. Material excavated from private property shall belong to the property owner or his representative, and shall be disposed of by the Contractor, as required by said property owner or representative, but the longest haul requested by the Owner shall in no case exceed 5 miles. If the Contractor fails to promptly remove such surplus material, the Engineer may have the same done and charge the cost thereof as money paid to the Contractor.

3.05 DRAINAGE

- A. At all times during construction, the Contractor shall provide, place and maintain ample means and devices with which to intercept and/or remove promptly, and dispose properly all water entering trenches and other excavation, or the water may flow along or across the site of work; and keep said excavations dry until the structures, pipes, and appurtenances to be built have been completed to such extent that they will not be damaged. At this time the Contractor shall remove such temporary means and devices.
- B. Every precaution necessary to obtain watertight construction of all joints in pipe, manholes, wyes, and drop connections must be taken.

- C. All ground water which may be found in trenches or excavations and any water which get may into them from any cause whatsoever shall be removed.
- D. All water pumped or drained from the work shall be disposed of in a suitable manner, satisfactory to the Engineer, without undue interference with other work or damage to pavements, other surfaces, or property.

3.06 STRUCTURE EXCAVATION

- A. The Contractor shall excavate to the elevations shown on the plans, or as directed by the Engineer. If the Contractor excavates below the elevations specified, he shall bring the excavation back to the proper elevation by backfilling with screened gravel (Type 6 material) and tamping in 6" layers to provide a compact base. The backfill material must be approved by the Engineer before being placed. If the Engineer directs any changes in elevation or dimension of the structure excavations from that shown on the plans, the Contractor shall be paid for work performed under the appropriate bid item. Any increase in cost resulting from backfilling, or increasing the size of the excavation or foundations because of over excavation in depth, shall be borne by the Contractor. Cut slopes shall have a maximum slope of 2:1 if not braced. When excavation has reached specified dimensions, the Engineer shall be notified and he will determine if conditions are satisfactorily met before work is allowed to continue.

3.07 SLABS ON GRADE

- A. Where slabs on undisturbed earth occur, all loams, organic or other undesirable materials shall be removed as required by the Engineer, and the area grubbed to a depth of at least six (6) inches below the finished sub-grade elevation or as indicated on the Contract Drawings. Where slabs on fill occur, the fill will also be compacted in accordance with the related section of the specifications.

3.08 TRENCH EXCAVATION

- A. Excavation shall not commence in any section until the pavement covering the proposed excavation has been properly cut.
- B. In general, trenches shall be excavated to such depth as will permit pipe to be laid at elevations, slopes or depths of cover as indicated on the Contract Drawings. Deeper trenches shall be provided where necessary on account of the conformation of the ground and to permit the alignment of the pipe without undue deflection of joints.
- C. Trenches shall be excavated by hand or machinery to the width and depth indicated on the Contract Drawings and specified herein under Paragraph 3.10 "Trench Limits". All loose material shall be removed from the bottom of the trench so that the bottom of the trench will be in an undisturbed condition, and so as to provide a proper foundation for pipe bedding material.

- D. Particular care shall be taken that no stone 6 inches or larger in any diameter protrudes more than 3 inches from the bottom or side of the trench. Suitable bell holes shall be made in the trench at joints as required.
- E. At completion of a workday, all excavations shall be covered by backfilling to existing grade or plating to entirely cover the opening or completely enclosing with a 6 foot high temporary chain link fence.
- F. In earth excavation in sections where bedding is excluded, the bottom of the trench shall be shaped so as to conform to the outside of the pipe, particular care being taken to recess the bottom of the trench in such a manner as to relieve the bell of all load.

3.09 TRENCH EXCAVATION IN FILL

- A. If pipe is to be laid in embankments or other recently filled material which are more than 1 foot below the invert of the pipe, the fill material shall be placed and properly compacted to final grade or to a height of at least 3 feet above the top elevation of the pipe, whichever is the lesser, before laying pipe. Particular care shall be taken to ensure maximum consolidation of material under the pipe. The pipe trench shall then be excavated as though in undisturbed material.

3.10 TRENCH LIMITS

- A. The limits of normal trench excavation shall be as shown on the Contract Drawings or specified herein. Trenches shall be excavated to the required depths, adding, however, to such depths the thickness of the pipe and, where applicable, the thickness of the bedding. The width of the trench at the bottom shall always be wide enough to make the joints properly. When, in the opinion of the Engineer, it is necessary to lay a concrete foundation, the excavation shall be made as shown on the details or as ordered by the Engineer.
- B. Where the bottom of the trench, by mistake of the Contractor, has been taken out to a greater depth than above specified, it shall be refilled to the proper grade, using screened gravel material by the Contractor who shall receive no additional compensation whatever therefore. Refilling with earth to bring the bottom of the trench to the proper grade will not be permitted.
- C. The Contractor shall at all time exercise care not to excavate outside the trench limiting lines as shown on the Contract Drawings unless otherwise authorized by the Engineer.
- D. Bedding for pipe will be as detailed on the Contract Drawing and as specified in the related section of the specifications.

3.11 EARTH EXCAVATION BELOW NORMAL GRADE

- A. If in the opinion of the Engineer, the material at or below the depth to which excavation for structures and pipes would normally be carried is unsuitable for foundation, it shall be

removed to such widths and depths as directed and replaced with suitable material. Such work shall be paid for under appropriate items.

1. Roadway over-excavations shall be backfilled with compacted Type 3 material.
2. Trench over-excavation shall be minimum of 3 feet or as directed by the Engineer and shall be lined with a geotextile fabric.

3.12 EXCAVATION NEAR EXISTING STRUCTURES

- A. Attention is directed to the fact that there are pipes, drains, and other utilities in certain locations. Some of these have been indicated on the Contract Drawings, and an attempt has been made to show all of the lines and services, but the completeness of accuracy of the information given is not guaranteed.
- B. All pipes and other utility conduits shall be located on the ground with pipe finding equipment well ahead of the work at all times. All such locations shall be plainly marked by coded paint symbols on pavement or by marked stakes in the ground. All such location work shall be provided by the Contractor in cooperation with the appropriate utility to the satisfaction of the Engineer at no extra cost.
- C. As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools, as directed. Such manual excavation when incidental to normal excavation shall be done to the satisfaction of the Engineer at no extra cost.

3.13 RELOCATION AND REPLACEMENT OF EXISTING STRUCTURES

- A. Whenever the Contractor encounters certain existing structures as described below and is so ordered in writing, he shall do the whole or such portions of the work as he may be directed, to change the location or, remove and later restore, or replace such structures, or to assist the Owner thereof in so doing. For all such work, the Contractor shall be paid under such items of work as may be applicable, otherwise as Extra Work.
- B. In removing existing pipes or other structures, the Contractor shall use care to avoid damage to material, and the Engineer shall include for payment only those new materials which, in his judgment are necessary to replace those unavoidably damaged.
- C. The structures to which the provisions of the preceding two paragraphs shall apply include pipes, wires, and other structures which (a) are not indicated on the Contract Drawings or otherwise provided for, (b) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (c) in the opinion of the Engineer will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced.

- D. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) later restore them to at least as good condition as that in which they were found immediately before the work was begun. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

3.14 CARE AND RESTORATION OF PROPERTY

- A. Excavation machinery and cranes shall be of suitable type and be operated with care to prevent damage to trees not to be cut and overhanging branches and limbs.
- B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable damage to branches, limbs, and trunks of trees, the cut or damaged portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.
- C. Cultivated hedges, shrubs, and plants which might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is reestablished. If cultivated hedges, shrubs, and plants are injured so such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work.
- D. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power operated equipment, with treads or wheels of which are so shaped to cut or otherwise damage such surfaces. All surfaces which have been damaged by the Contractor's operations shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of operation. Suitable materials and methods shall be used for such restoration.
- E. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

3.15 DUST CONTROL

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation of dust. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish the material, load, deliver, and spread it as directed.

3.16 BACKFILLING - GENERAL

- A. In general, and unless other material is indicated on the Contract Drawings or specified elsewhere, material used for backfilling trenches and excavations around structures shall be suitable material which was removed in the course of construction excavation. Backfilling shall not commence until the Engineer gives permission. Where the trench is in an area to be paved, or in an unpaved vehicular or pedestrian traveled way, or the

shoulder of a paved roadway, a suitable pavement base shall be provided to a depth of at least that required in the related sections of the specifications.

- B. Suitable backfill material shall be free from cinders, ashes, refuse, boulders, rocks, or stones greater than 6 inches in any dimension, unsuitable organic material, or other material which, in the opinion of the Engineer, is unsuitable.
- C. Frozen material shall not be placed in the backfill, nor shall backfill be placed upon frozen material. Previously frozen material shall be removed, or shall be otherwise treated as required, before new backfill is placed.

3.17 BACKFILLING AROUND STRUCTURES

- A. The Contractor shall not deposit backfill against structures until the structure has obtained sufficient strength to withstand the earth pressure placed upon it and in no case less than seven days, nor before carrying out and satisfactorily completing the tests specified in the related sections of the specifications. Compaction of backfill against concrete structures shall not be carried out by motorized equipment closer to the structure than the depth of the structure below grade. Such backfilling shall be carried up evenly on all walls of a structure simultaneously with maximum allowable variation of 2 feet in elevation at any point. Unequal soil pressures shall be avoided by depositing the material evenly around the structure.
- B. In addition, where pipe is connected to the structure, the backfilling procedure shall be carried out as specified in "Backfilling in Open Trench".
- C. Measurement of fill material under this work will not include any filling made beyond a vertical plan of one foot outside the footings except as directed.
- D. In freezing weather, a layer of fill shall not be left in an uncompacted state at the close of the day's operations. Prior to terminating work for the day, the final layer of compacted fill shall be rolled or graded to eliminate ridges of soil left by compaction equipment. No fill shall be placed and compacted on snow, ice, or soil that was permitted to freeze prior to compaction.

3.18 BACKFILLING IN OPEN TRENCH

- A. As soon as practical after pipe has been laid in accordance with the appropriate sections and the pipe joints have been properly made, the backfilling shall begin, and shall continue without delay. However, the trench shall be kept open long enough for the Engineer to locate existing utilities uncovered during excavation and to inspect pipe or structure conditions.
- B. If a screened gravel or concrete envelope is not used, the selected material shall be (see Contract Drawings for additional or superseding information) free from large lumps and stones having any dimension greater than 2 inches, and shall be placed simultaneously on both sides of the pipe, so that there will be no tendency to displace the pipe alignment. In placing the material, care shall be taken that stones do not strike the pipe and

geotextile fabric shall be installed to the limits shown on the Contract Drawings at the locations specified on the drawings or as directed by the Engineer.

- C. A sand blanket (Type 2 material) shall be placed at the sides of the pipe up to the top of the pipe and shall be hand-placed and thoroughly compacted using approved hand-operated tampers. Backfilling shall be carried up evenly on both sides of the pipe.
- D. Type 2 material shall be extended up to a level of 1 foot above the top of the pipe shall be placed in 6 inch layers, leveled along the length and width of the trench and thoroughly compacted with approved tampers.
- E. The sand blanket (Type 2 material) may be omitted for cast iron, ductile iron and reinforced concrete pipe provided, however, that no stone large than 2 inches is in contact with the pipe.
- F. The backfill in the remainder of the excavation above the top of the screened gravel or concrete envelope, if used, shall be Type 1, backfilled in approximately 12 inch layers and promptly compacted by mechanical tamping. Material used for backfilling to a point two feet over the pipe shall contain no stones larger than three inches in greatest dimension. Backfilling or tamping with trenching machines is prohibited.
- G. Care shall be taken in the use of mechanical or other tampers not to injure or move the pipe or cause the pipe to be supported unevenly.
- H. Large masses of backfilling material shall not be dropped into the trench in such a manner, in the opinion of the Engineer, as to endanger the pipe.
- I. All backfilled trenches shall be thoroughly surface tamped with a tamping machine approved by the Engineer.
- J. Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material.
- K. No compacting shall be done when the material is too wet to be compacted properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compacting, or such other precautions shall be taken as may be necessary to obtain proper compacting.

3.19 MATERIAL FOR FILLING AND EMBANKMENTS

- A. Approved selected materials available from the excavations and not required for backfill around pipes or under structures may be used for site preparation except as otherwise specified. Material needed in addition to that available from construction operations shall be obtained from approved Type 1, 2, 3, or 4 sources.
- B. All material, whether from the excavations or offsite, shall be such nature that after it has been placed and properly compacted in 12-inch layers, it will make a dense, stable fill. It shall not contain vegetation, roots, stones over 6 inches in diameter, or porous material.

3.20 GRADING

- A. Grading, in preparation for placing of paved walks and drives and appurtenances, shall be performed at all places to the lines, grades, and elevations as directed by the Engineer. All unsuitable material encountered, of whatever nature, shall be removed and disposed of as directed. During the process of grading, the sub-grade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the prosecution or conditions of the work.
- B. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary as the work progresses or in order to obtain satisfactory construction.
- C. All slopes cut during construction shall be uniformly redressed to the slope, cross-section and alignment existing prior to construction as indicated on the Contract Drawings or as directed by the Engineer.

END OF SECTION

SECTION 02221

ROCK EXCAVATING AND DISPOSAL

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

- 3.01 ROCK EXCAVATION - GENERAL
- 3.02 ROCK BLASTING
- 3.03 EXPLOSIVES
- 3.04 BLASTING RECORDS
- 3.05 EXCESS ROCK EXCAVATION
- 3.06 SHATTERED ROCK
- 3.07 BACKFILLING ROCK EXCAVATIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Work under this section consists of furnishing all labor, tools, equipment and supervision necessary to excavate rock, if encountered, to the lines and grades required to install the pipe as indicated on the Contract Drawings. The Contractor shall dispose of the excavated material for backfill in place of the excavated rock.
- B. In general, rock in trench shall be excavated so as to be not less than 6 in. from the pipe after it has been laid. Before the pipe is laid, the trench shall be backfilled to the correct subgrade with thoroughly compacted, suitable material or when so specified or indicated on the drawings, it shall be backfilled with the same material as that required for bedding the pipe and will be furnished and placed at the expense of the Contractor.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 2 -SITE WORK

PART 2 MATERIALS - NOT APPLICABLE

PART 3 EXECUTION OF WORK

3.01 ROCK EXCAVATION - GENERAL

- A. "Rock" shall be classified as a material that requires for excavation drilling, blasting, or breaking by means of power tools. Boulders and concrete structures one cubic yard or greater, however removed, are included within this definition of rock. When material is encountered with respect to which the Contractor may claim removal as rock excavation, such material shall be uncovered and exposed and the Engineer notified by the Contractor before proceeding with the excavation. The Contractor shall not proceed with the

excavation of the material to be re- moved as rock excavation until this material has been cross-sectioned and classified by the Engineer. Failure on the part of the Contractor to uncover such material, notify the Engineer, and allow time for cross sectioning the undisturbed surface of such material, will forfeit the Contractor's right of claim to any classification other than that allowed by the Engineer for the areas of work in which the deposits occur. Rock excavation shall be considered unsuitable backfill material and shall be used for ditch and slope protection or wasted off-site as directed by the Engineer.

3.02 ROCK BLASTING

- A. If blasting is required and allowed, it shall be done in a safe manner by a licensed blaster, and the Contractor shall take all precautions necessary for the protection of persons and property. Extreme care shall be exercised in the handling and use of explosives. No blasting work shall be performed without permission from all governing authorities and the Engineer. Any blasting work approved as necessary shall be done in accordance with all applicable safety regulations including all State and local regulations. Ample warning shall be given for all blasts, and adequate means taken to prevent all persons from entering the blasting area. Experienced personnel shall do all blasting operations. The Contractor shall be entirely responsible for any blasting operations and the results therefrom. The Contractor at no additional expense to the Owner shall correct any damage caused by blasting.
- B. Prior to conducting any blasting, the Contractor shall prepare, and submit to the Engineer for review, a description of the blasting procedures that the Contractor proposes to use on the various segments of the work. The Contractor shall measure vibration from blasting operations at all structures within 100 feet of a blast with a seismograph. The Contractor shall perform a series of test shots to ascertain the allowable load per delay. The Contractor shall adjust the maximum allowable particle velocity to site-specific requirements.
- C. The Contractor shall perform a pre/post construction survey of existing structures, utilities, bridges, and roadways on both sides of the water main alignment where any structures are within 100 feet of the water main centerline.
- D. The surveys shall be performed under the supervision of a Professional Engineer, registered in Massachusetts, and shall be documented with photographs.
- E. Blasting and explosion coverage shall be obtained if there is a need for blasting under this Contract, and no blasting shall be performed until such insurance has been secured. Insurance amounts shall correspond with Contract general and supplemental conditions.

3.03 EXPLOSIVES

- A. The Contractor shall keep explosives on the site only in such quantity as may be needed for the work underway and only during such time as they are being used. He shall notify the Engineer, in advance, of his intention to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at a point over 100 feet from the explosives. When the need for

explosives has ended, all such materials remaining on the site shall be promptly removed from the premises.

- B. In addition to observing all municipal ordinances and State and Federal laws relating to the transportation, storage, handling and use of explosives, the Contractor shall conform to any further regulations that the Engineer may think necessary to this project, including those of property owners through whose properties the proposed facilities pass. The licensed blaster shall at all times, have his license on the site and shall permit examination thereof by the Engineer or other officials having jurisdiction. Blasts shall be fired according to a schedule to be given to the Engineer.
- C. All operations involving explosives shall be conducted by experienced personnel and only with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives, in such manner as will break the rock approximately to the intended lines and grades, and yet will leave the rock not to be excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with rugs or mats, or both, where required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is exploded.
- D. All blasting shall be completed within a distance of 50 ft. before any portion of a masonry structure is placed or any pipe is laid.

3.04 BLASTING RECORDS

- A. The Contractor shall keep and submit daily to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and number of drill holes, the kind and quantity of explosive used, and other data required for a complete record.

3.05 EXCESS ROCK EXCAVATION

- A. If rock is excavated beyond the limits of payment indicated on the plans, and not specified or authorized in writing by the Engineer, the excess excavation, whether resulting from over breakage or other causes, shall be backfilled, by and at the expense of the Contractor, as specified below in this section.
- B. In pipe trenches, excess excavation below the elevation of the top of the bedding, cradle or envelope shall be filled with material of the same type, placed and compacted in the same manner, as specified for bedding, cradle, or envelope. Excess excavation, above said elevation shall be filled with suitable backfill material.
- C. In excavations for structures, excess excavation in rock beneath foundations shall be filled with concrete that shall possess strength of 4,000 psi, or 3,000 psi, at the option of the Engineer. Under any foundation that over excavation has occurred, the entire area under the foundation shall be either all concrete or all backfill, but not both. Other excess excavation shall be filled with suitable backfill material.

3.06 SHATTERED ROCK

- A. If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Engineer considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with concrete as required, except that in pipe trenches gravel fill may be used for backfill, if approved. All such removal and backfilling shall be done by and at the expense of the Contractor.

3.07 BACKFILLING ROCK EXCAVATIONS

- A. Where rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified under the related specifications. If material suitable for backfilling is not available in sufficient quantity from other excavation, The Contractor at his own expense, shall furnish suitable material from outside sources.

END OF SECTION

SECTION 02224

FILL AND BACKFILL MATERIALS

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 APPROVAL OF MATERIALS
- 1.03 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 TYPE 1 - COMMON BORROW
- 2.02 TYPE 2 - SAND BORROW
- 2.03 TYPE 3 - SAND AND GRAVEL
- 2.04 TYPE 4 - COARSE GRAVEL
- 2.05 TYPE 5 - LOAM BORROW AND TOPSOIL
- 2.06 TYPE 6 - SCREENED GRAVEL MATERIALS
- 2.07 TYPE 7 - CRUSHED STONE

PART 3 EXECUTION OF WORK

- 3.01 PLACING AND COMPACTING

PART 1 GENERAL

- 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment, fill and backfill material and incidentals for site preparation and to meet finished contours as shown on the Contract Drawing. The use of the fill and backfill material is specified elsewhere. The Engineer may order the use of granular fill materials for purposes other than those specified in other sections, if in his opinion such use is advisable.

- 1.02 APPROVAL OF MATERIALS

- A. The Contractor shall furnish the Engineer with representative samples and a gradation analysis of each type of soil. If the source of materials changes significantly or a different source is used, re-submittals and re-approvals must be made.

- 1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 02200 - EARTHWORK
- C. SECTION 02250 - COMPACTION CONTROL AND TESTING

PART 2 MATERIALS

- 2.01 TYPE 1 - COMMON BORROW

- A. Common Borrow shall be a granular material obtained from approved on-site or off-site natural deposits and unprocessed except for the removal of unacceptable material and

stones larger than six (6) inches. It shall not contain vegetation or roots. It shall be free from loam, clay, fine wood, trash, and other objectionable materials or harmful substances.

- B. Common Borrow shall consist of a material satisfactory to the Engineer and not specified as gravel borrow, sand borrow, special borrow material or another particular kind of borrow. This material shall have the physical characteristics of soils designated as group A-1, A-2 - 4 or A-3, under AASHTO-M145. It shall have properties such that it may be readily spread and compacted for the formation of embankments.

2.02 TYPE 2 - SAND BORROW

- A. Sand Borrow shall consist of clean, inert, hard, durable grains of quartz or other hard durable rock. It shall be free from clay, loam, vegetable or other objectionable matter.
- B. Material for pipe cover, landscaping, or other uses as determined by the Engineer, shall be well graded as follows or as indicated on the Contract Drawings. The allowable amount of material passing a No. 200 sieve as determined by AASHTO-T11 shall not exceed 10 percent by weight.

<u>Sieve Size</u>	<u>Percent by Weight Passing Through</u>
3/8 inch	85 - 100
#16	50 - 85
#200	0 - 10

2.03 TYPE 3 - SAND AND GRAVEL

- A. The sand and gravel material for foundation sub-grades or structural fills shall meet AASTHO-M145, for A-1-a, A-1-b, or A-3 soils. The mixture shall consist of clean hard durable particles or fragments. It shall be free from loam, organic or other objectionable matter.
- B. Subgroup A-1-a includes those materials consisting predominantly of stone fragments or gravel, either with or without a well-graded binder of fine material and with 50% maximum passing the No. 10 sieve, 30% maximum passing the No. 40 sieve and 15% maximum passing the No. 200 sieve. The fraction passing the No. 40 shall have a maximum plasticity index of 6.
- C. Subgroup A-1-b includes those materials consisting predominantly of course sand either with or without well-graded soil binder and with 50% maximum passing the No. 40 sieve and 25% maximum passing the No. 200 sieve. The fraction passing the No. 40 shall have a maximum plasticity of 6.
- D. Group A-3 material shall be fine beach sand without silty or clay fines or with a very small amount of non-plastic silt. The group includes also stream deposited mixtures of poorly-graded fine sand and limited amounts of coarse sand and gravel; 51% minimum shall pass the No. 40 sieve, and 10% maximum shall pass the No. 200 sieve.

2.04 TYPE 4 - COARSE GRAVEL

- A. The material shall consist of clean hard, inert, durable particles or fragments. It shall be free from clay, loam, vegetable or other objectionable matter. Materials that break up when alternately frozen and thawed or wetted and dried shall not be used.
- B. Material for foundation under drainage, pavement subbase, or other uses as determined by the Engineer shall be well graded as follows:

<u>SIEVE SIZE</u>	<u>PERCENTAGE BY WEIGHT PASSING</u>
3 inch	100
1 ½ inch	70- 100
¾ inch	50- 85
#4	30- 60
#200	0-12 (based on fraction passing No. 4)

- C. The processed material shall be stockpiled in such a manner to minimize segregation of particle sizes. All processed gravel shall come from approved stockpiles.

2.05 TYPE 5 - LOAM BORROW AND TOPSOIL

- A. Material shall conform to related sections of the specifications.

2.06 TYPE 6 - SCREENED GRAVEL MATERIALS

- A. The gravel shall generally conform to ASTM-C33 and shall consist of clean, hard, inert, durable particles or fragments. It shall be free from clay, loam, organic or other objectionable matter. Crushed rock of suitable size and grading may be used instead of screened gravel. The specifications which follow shall apply to whichever material is used.
- B. Material for trench stone fill shall consist of sound angular stones; 50 to 70 percent of which shall weigh at least 500 pounds and the remainder shall weigh not less than 50 pounds each.
- C. Material for trench bedding shall be well graded from ¾ inch to 2 inch.
- D. Material for stabilizing trench base shall be well graded from ½ inch to 1 ½ inch.
- E. Material for pipe bedding, landscaping, or other uses as determined by the Engineer, shall be well graded as follows:

<u>SIEVE SIZE</u>	<u>PERCENT BY WEIGHT PASSING</u>
1 inch	100
¾ inch	90 - 100

$\frac{3}{8}$ inch	20 - 55
#4	0 - 10
#8	0 - 5

2.07 TYPE 7 - CRUSHED STONE

- A. The crushed stone shall consist of clean, hard, inert, durable particles or fragments. It shall be free from clay, loam, vegetable or other objectionable matter.
- B. At least 50% of the material passing a one (1) inch sieve shall have a fractured face. The percent of wear of the crushed stone for pavement base coarse shall not exceed 50.

The stone sizes for the crushed stone shall be as follows:

<u>SIEVE SIZE</u>	<u>PERCENT BY WEIGHT PASSING</u>
1 ½ inch	100
1 ¼ inch	85 - 100
¾ inch	10 - 40
½ inch	0 - 8

- C. The equipment for producing crushed stone shall be of adequate size and with sufficient adjustments to produce the required materials without unnecessary waste. The plant shall be capable of removing excess sand. The Engineer may order final screening of crushed stone if flat or elongated pieces are present in objectionable amounts.

PART 3 EXECUTION OF WORK

3.01 PLACING AND COMPACTING

- A. The material shall be placed and compacted as specified in related specification sections.

END OF SECTION

SECTION 02226

SAND BLANKET

- PART 1 GENERAL
- 1.01 CONTRACT DOCUMENTS
 - 1.02 DESCRIPTION OF WORK
 - 1.03 RELATED WORK SPECIFIED ELSEWHERE

- PART 2 MATERIALS
- 2.01 SAND
 - 2.02 GRADATION

- PART 3 EXECUTION OF WORK
- 3.01 PLACING AND COMPACTING

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS
 - A. The general provisions of the Contract including General and Supplemental Conditions and General Requirements apply to the work specified in this section
- 1.02 DESCRIPTION OF WORK
 - A. The Contractor shall furnish, place and compact sand in trenches and elsewhere, as directed by the Engineer.
- 1.03 RELATED WORK SPECIFIED ELSEWHERE
 - A. DIVISION 2—As Appropriate

PART 2 MATERIALS

- 2.01 GRAVEL
 - A. The sand shall consist of clean, hard and durable particles or fragments of quartz on the durable rock. It shall be free from dirt, vegetable or other objectionable matter, an excess of soft, thick elongated, laminated or disintegrated pieces.
- 2.02 GRADATION
 - A. The sand shall be well graded in size so that 90 to 100 percent passes a ½ inch sieve and not more than 15 percent will pass a No. 200 sieve.

PART 3 EXECUTION OF WORK

3.01 PLACING AND COMPACTING

- A. The material shall be placed and compacted as specified in SECTION 02250—
 COMPACTION CONTROL AND TESTING

END OF SECTION

SECTION 02250

COMPACTION CONTROL AND TESTING

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- 1.03 SUBMITTALS

PART 2 MATERIALS

- 2.01 TEST METHODS

PART 3 EXECUTION OF WORK

- 3.01 COMPACTION EQUIPMENT
- 3.02 COMPACTION REQUIREMENTS
- 3.03 APPROVAL OF FILL OR BACKFILL MATERIAL
- 3.04 FREQUENCY OF COMPACTION TESTING
- 3.05 FAILED TESTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials and equipment necessary to place and compact fill or backfill. The Contractor shall furnish all equipment necessary to collect soil samples.
- B. Actual testing of soil samples with the exception of insitu-density determinations shall be done by an independent testing laboratory approved by the Owner. Insitu-density determinations shall be made by the Engineer or his representative. Copies of test results shall be furnished by the test laboratory directly to the Engineer.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 02200 - EARTHWORK
- B. SECTION 02224 - FILL AND BACKFILL MATERIALS
- C. SECTION 02226 – SAND BLANKET

1.03 SUBMITTALS

- A. Prior to commencement of filling and backfilling operation, the Contractor shall submit for approval a detailed list six (6) copies unless otherwise specified) of the types of compacting equipment to be utilized in the work, and the number of each.

PART 2 MATERIALS

2.01 TEST METHODS

- A. Contractor shall provide heavy-duty sample bags for fill or backfill material to be tested. Soils shall be classified as in the in the related sections of the Specifications which include AASHTO specifications M145 Recommended Practice for Classification of Soils as Soil-Aggregate Mixtures for Highway Construction Purposes.
- B. Soil samples shall be prepared for testing according to ASTM D42 Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants.
- C. Gradation testing shall be done according to ASTM D2216 Particle Size Analysis of Soils and ASTM D1140 test for Amount of Materials in Soils Finer than the No. 200 sieve.
- D. Moisture content of soil shall be determined by ASTM D2216 Laboratory Determination of Moisture Content of Soil.
- E. Liquid Limits and Plasticity Index shall be determined ASTM D423 Liquid Limit of Soils and ASTM D424 by Plastic Limit and Plasticity Index of Soils.
- F. Maximum dry density for each type of fill shall be determined by ASTM D1557 Method D Moisture - Density Relations of Soils using 10-lb. Hammer and 18-in. Drop.
- G. In-place field unit weight shall be determined by ASTM D- 1556 Density of Soil in Place by the Sand-Cone Method.
- H. Maximum dry density at the discretion of the Engineer may be determined in accordance with ASTM D-2049 test for Relative Density of Cohesionless Soils.

PART 3 EXECUTION OF WORK

3.01 COMPACTION EQUIPMENT

- A. No backfilling shall be done until the compacting equipment list has been submitted and approved as conforming to the Contract requirements. Sufficient compacting equipment shall be available at all times, thereafter while backfilling is being conducted.
- B. Each layer of fill shall be inspected prior to compaction. All visible roots, vegetation, or debris shall be removed. Stones larger than 6 inches in diameter shall be removed. The water content of each layer shall be determined to be suitable for compaction or shall be brought to a suitable condition. Material incorporated in the fill which is not in satisfactory condition shall be subject to rejection and removal at the Contractor's expense. Placement of fill on frozen ground or placement of fill material which is frozen will not be permitted.
- C. Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly; at such times

the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction, or such other precautions shall be taken as may be necessary to obtain proper compaction.

- D. Filling shall begin in the lowest section of the area. Fill shall be spread in layers as specified. The surface of each layer shall be approximately horizontal but will be provide with sufficient longitudinal and transverse slope to provide for runoff of surface water from every point. Filling shall be conducted so that no obstruction to drainage from other sections of the fill area is created at any time. Sumps, if any, shall be continuously maintained in effective operating condition.
- E. Each layer of material shall be compacted by the use of only approved rollers or other approved means so as to secure a dense, stable, and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, or where such equipment is not permitted, the materials shall be thoroughly compacted by the use of suitable power-driven tampers.
- F. The compaction equipment shall be operated so as to make a minimum of three passes over each section of each layer of fill. Each successive pass shall overlap the adjacent pass by not less than 10%. Additional passes shall be made to obtain the required compaction, if necessary.
- G. Compaction by water jetting or puddling will be allowed only if the Engineer deems the conditions suitable for this method. Wherever the material contains excessive amounts of clay or loam to prevent satisfactory drying, water-jetting shall not be used.
- H. If the material is allowed to be compacted by water jetting or puddling, it shall be placed in uniform layers not exceeding 4 ft. deep. Each layer shall be thoroughly saturated throughout its full depth and at frequent intervals until all slumping ceases. For water jetting or puddling, the Contractor shall provide one or more jet pipes, each of sufficient length to reach the specified depth and not less than 1 ½ in. in diameter. The jet pipe shall be equipped with a quick-acting valve and sufficient fire hose to connect to a hydrant or pump having adequate pressure and capacity. A hydrant shall be utilized only upon approval of the local Water and/or Fire Departments. The Town requires that all water usage shall be metered. The Contractor shall obtain a meter for hydrant usage at the water department. There will be no additional charge for water used for the project.

3.02 COMPACTION REQUIREMENTS

- A. Pipe Bedding: Bedding shall be Type 6 fill placed uniformly in 6 inch layers and compacted unless otherwise specified. Compaction shall be accomplished by 20 lb. hand tampers.
- B. Pipe Sand Blanket: Material shall be Type 2 fill placed uniformly in 6 inch layers and compacted to 90% of maximum dry density of the sand. Compaction shall be accomplished by 20 lb. hand tampers.
- C. Trench Cover: Material shall be Type 1, 2, 3 or 4 fill placed uniformly in 12 inch layers and compacted to 95% of maximum dry density for the type of material used. Compaction

shall be accomplished by mechanical tampers. Compaction by water-jetting shall be in accordance with the related sections of the specifications.

- D. Catch Basin and Manhole Base Bedding: Material shall be Type 6 fill placed uniformly in 6 inch layers and compacted. Compaction shall be accomplished by 20 lb. hand tampers or pneumatic tampers.
- E. Structural Fill (foundation sub-grade, foundation under drainage, pavement sub-grade, pavement sub-base): Material for foundation sub-grade or pavement sub-grade shall be Type 3 fill. Structural fills shall be placed in 6 inch layers compacted to 95% maximum dry density for a given type of material. Compaction shall be by mechanical power driven vibratory compactors. Pavement sub-grade in cut areas shall be rolled and compacted to 95% density of the in situ material.
- F. Fill around structures shall be Type 1, 2, 3, or 4 material placed in 6 inch layers and compacted to 95% maximum dry density. Compaction shall be accomplished by mechanical power driven vibratory compactors. Compaction of backfill against concrete structures shall not be carried out by motorized equipment closer to the structure than the depth of the structure below grade.
- G. Non Structural Fill (Landscaping and other uses as designated by the Engineer): Material shall be Type 1, 2, 3 or 4 placed in 12" layers and compacted to 45% maximum dry density for the given type of material used. Compaction shall be accomplished by mechanical power-driven vibratory compactors.

3.03 APPROVAL OF FILL OR BACKFILL MATERIAL

- A. Before placing or compacting any on-site or borrow material, the Contractor shall submit a sample of the material for testing. No on-site material shall be placed until approved by the Engineer.
- B. The Engineer may at any time require additional laboratory testing should he observe any changes in gradation of the material being placed. No additional fill shall be placed or compacted until the material has been approved. If the material does not meet the required gradation and Otterburg limits for a given type of fill, the Contractor shall remove it as his expense. The Contractor may use the material for other types of fill providing it meets the required gradation and properties of that type.

3.04 FREQUENCY OF COMPACTION TESTING

- A. The Engineer may perform tests of the degree of compaction obtained, in any area he may select. Payment for performing tests shall be included in the contract price. If test results are unsatisfactory, all costs involved in correcting deficiencies in compacted material including retesting, shall be borne by the Contractor. If improper compaction methods are used, the Owner shall have the right to discontinue payments from the Contractor for said payment item until the situation is corrected.

3.05 FAILED TESTS

- A. If the percentage compaction at any point is found to be unacceptable, additional compaction with or without modification of the field moisture content as directed by the Engineer, shall be performed and a second moisture-density determination made. This procedure shall be repeated until satisfactory compaction is obtained. If after five (5) tests any fill or backfill material cannot be compacted to the required density it shall be removed and disposed of at the Contractor's expense.

END OF SECTION

SECTION 02270

SLOPE PROTECTION AND EROSION CONTROL

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE
<u>PART 2</u>	<u>MATERIALS</u>
2.01	SLOPE PROTECTION AND EROSION CONTROL
2.02	SEDIMENTATION POOLS
2.03	SILT FENCES
2.04	STONE LINED WATERWAYS
<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	PRECONSTRUCTION CONFERENCE
3.02	PROCEDURAL DETAILS
3.03	ACCEPTANCE

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- A. This work shall consist of temporary and permanent control measures as shown on the Contract Drawings, as required, or as ordered by the Engineer throughout the construction and post-construction period to control erosion and sedimentation by the use of silt fences, sedimentation pools, check dams, filter fabric and other control devices. The erosion and sediment control features installed by the Contractor shall be satisfactorily maintained by the Contractor.
 - B. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness or failure to install permanent controls as a part of the work scheduled, and such additional measures are ordered by the Engineer, the work shall be performed by the Contractor at his expense.
 - C. Repeated failures by the Contractor to control erosion (pollution/siltation) shall be cause for the Engineer to employ outside assistance or to use his own forces to provide the necessary corrective measures. The cost of such assistance plus Engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.
 - D. The Contractor shall remove sediment from behind silt fences, check dams and from sedimentation pools as necessary or as directed by the Engineer.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- A. SECTION 1300 - SUBMITTALS
 - B. DIVISION 2 - SITE WORK
- PART 2 MATERIALS

2.01 SLOPE PROTECTION AND EROSION CONTROL

- A. This work shall consist of the design, installation, maintenance and removal of temporary erosion control measures such as mulching slope drains and grasses to control and/or prevent erosion around the construction site during construction. Mulches may be hay, straw, fiber mats, netting or other suitable material acceptable to the Engineer.
- B. Slope drains may be constructed of pipe, fiber mats, or other material acceptable to the Engineer that adequately controls erosion.
- C. Grass shall be a quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover which will not later compete with the grasses used later for permanent cover.
- D. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
- E. Hay bales shall be 36" x 18" x 24", or larger, with two 1" x 1" x 48" stakes, per bale, to secure the bale in place.

2.02 SEDIMENTATION POOLS

- A. Sedimentation pools where used shall be constructed to a size and configuration and at locations as approved by the Engineer. The sedimentation pools shall be constructed and operational before excavation, embankment or drainage system construction in the area served by the pool is started. A series of haybales, in a rectangle secured with oak stakes (see attached detail), line with siltation fence, and shall be used to construct a siltation pool. The discharge hose from the trench shall discharge into the pool. Sedimentation pools shall be maintained during and after construction in good hydraulic condition such that function as intended. Pools shall be maintained and kept in operation by the Contractor for the duration of the project. Sediment and other deposits shall be removed when the depth of material reaches 12 inches, or as directed by the Engineer, to ensure satisfactory pool performance. The Contractor shall provide and maintain access to the pools for their maintenance. The pools shall be removed at the completion of the Contract or when directed by the Engineer. All disturbed areas shall be covered with 4 inches of plantable soil borrow and seeded in accordance with the provisions of these Specifications.

2.03 SILT FENCES

- A. This work shall consist of the construction, maintenance and removal of temporary silt fences. The silt fences shall be placed at the location shown on the Contract Drawings or as directed by the Engineer. The silt fences shall be in place before construction in the area begins.
- B. The snow fence should be set in place with a 6" trench on the front side. The filter fabric will be laid loosely on the fence so as not to stretch the material. The panels shall be overlapped a minimum of 12 inches. Suitable tie wire shall be used to secure the cloth to the top of the fence. The bottom of the cloth should be buried in the trench to prevent

water from flowing beneath the fence. Fence posts shall be wooden or metal posts set 1 ½ feet into the ground at 6' centers.

- C. The filter fabric shall conform to the following requirements. The yarn shall consist by weight of at least 85 percent vinylidene chloride and shall contain stabilizers added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and/or heat exposure. After weaving, the cloth shall be calendered so that the filaments retain their relative positions with respect to each other. The cloth shall be free of defects or flaws which significantly affect its physical and/or filtering properties. It shall be woven in widths of at least 6 feet and in rolls of not less than 50 linear feet. The sheets of filter cloth shall be sewn together with polypropylene or polyvinylidene chloride at the point of manufacture to form sections not less than 24 feet wide. All edges of the cloth shall be salvaged. During shipment and storage, cloth shall be wrapped with a suitable material for protection against damage.
- D. Should the Contractor desire to use an equal filter fabric sample of the proposed filter fabric shall be furnished 30 days prior to installation of the fabric. Samples, shipping, and cost of testing shall be at the Contractor's expense. A minimum of 5 square yards of cloth a minimum of 36 linear inches of seam, with at least one foot of cloth each side of the seam, shall be furnished for testing. Mill certificates, or affidavits from the manufacturer, shall accompany these samples, citing the trade name and producer of the cloth and certifying that the samples are representative of the material which will be installed on the project and that the cloth meets the requirements stated in this Specification. In addition, a certified copy of permeability and filtration tests from a qualified laboratory showing the performance of filter with various grain size soils and water, giving both particle retentions and permeability, shall be submitted at the request of the Engineer.
- E. Filter fabric shall be handled and placed in accordance with the manufacturer's recommendations. When the fabric is joined by stitching it shall be stitched with a yarn of contrasting color. The size and composition of the yarn shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per inch of seam.
- F. Should the fabric be damaged during placing, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement.
- G. Damaged sections of the silt fences shall be repaired or replaced by the Contractor for the duration of their use. Sediment shall be removed as directed by the Engineer.
- H. The silt fences shall be removed when adequate vegetative growth insures no further erosion of the slopes or when directed by the Engineer. The filter fabric may be cut at ground level.
- I. All material, including the filter fabric and fence, become the property of the Contractor and shall be disposed of away from the site.

2.04 STONE LINED WATERWAYS

- A. The Contractor shall provide all material, labor, and crushed stone for waterways, consisting of a protective covering of angular shaped stones laid on the waterway to insure protection of the waterway.
- B. The waterway shall be placed to line and grade as shown on the plans or as directed by the Engineer on a prepared bed of crushed stone. Each stone for the waterway shall be carefully placed by hand, normal to the slope and firmly bedded thereon. Each stone shall weigh not less than 50 pounds nor more than 125 pounds and at least 75% of the volume shall consist of stones weighing not less than 75 pounds each. The remainder of the stones shall be so graded that when placed with the larger stones, the entire mass will be compacted with a minimum percentage of voids and a minimum thickness of 6 inches.

PART 3 EXECUTION OF WORK

3.01 PRECONSTRUCTION CONFERENCE

- A. At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer for acceptance, his plans and schedules for accomplishment of temporary and permanent slope protection and erosion control and restoration work, as are applicable for clearing and grubbing and general construction and disposal of unsuitable material and restoration of disturbed land to its original (prior to construction) condition. No work shall be started until schedules and methods of operations have been approved by the Engineer.

3.02 PROCEDURAL DETAILS

- A. The Engineer shall have the authority to limit the area of erodible earth exposed by construction and to direct the Contractor to provide immediate permanent or temporary erosion control and slope protection measures to prevent sediment runoff to adjacent streams, ponds, or other areas of water impoundment. Such work may involve the construction of temporary mulches, mats, seeding or other control devices or methods as required by the conduct of the work or as directed by the Engineer.
- B. The Contractor shall be required to incorporate all permanent erosion control measures into the project at the earliest practical time as outlined in the approved schedule. Temporary erosion control and slope protection measures will be used to correct conditions that develop during construction that were not foreseen during the design stage.
- C. The Contractor shall undertake and comply with the following measures with respect to adverse environmental impacts, resulting from the operations listed below.
 - 1. Clearing and Grubbing - Disturbed areas shall be re-grassed at the direction of the Engineer.
 - 2. Access Road Construction - Riprap or sodding shall be used to prevent erosion.
 - 3. Material Storage - Materials shall be stored only at approved locations. Petroleum products shall be stored away from wetland areas.

4. Excavation - The Contractor shall use care to contain wet fill where it is dumped. When material is stockpiled next to a trench, the side away from neighboring brooks, swamps, canals, etc., shall be utilized where space is available. Side slopes of stockpiled material shall conform to the natural angle of repose of the soil. The Contractor shall promptly remove all sediment from brooks and swamp areas, if deposition cannot be avoided during construction. The Contractor shall promptly remove excess fill and re-grass the work area. Excess fill shall not be disposed of in wetlands, other than in areas defined on the drawings, or areas approved by commissions or authorities having jurisdiction.
5. Water handling - The Contractor shall be required to use crushed stone or plastic sluiceways leading to brooks to filter pumped discharges.
6. Backfilling - The Contractor shall replace unsuitable material with properly suitable material. He shall also be responsible for surface repairs as required.
7. General - Trash receptacles shall be required on the job site. The Contractor shall perform preliminary clean-up operations as he completes segments of his work.
8. Spillings - Ground spilling of oil or other petroleum products drained from equipment shall be prohibited. The Contractor shall provide leakproof containers for receiving drained oil and shall properly dispose of such oil away from the site of the job.

3.03

ACCEPTANCE

- A. Final inspection and acceptance in regard to cleanup, site restoration, erosion control and sloped protection measures shall be made in the presence of the Owner and/or commissions or authorities having jurisdiction. The Contractor shall notify the Owner in writing of the readiness of the work for final inspection.

END OF SECTION

SECTION - 02274

RIPRAP

<u>PART 1</u>	<u>GENERAL</u>
1.01	CONTRACT DOCUMENTS
1.02	DESCRIPTION OF WORK
1.03	RELATED WORK SPECIFIED ELSEWHERE

<u>PART 2</u>	<u>MATERIALS</u>
2.01	RIPRAP
2.02	BACKING MATERIALS

<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	PLACEMENT

PART I GENERAL

1.01 CONTRACT DOCUMENTS

- A. The general provisions of the contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Contractor shall furnish all labor, tools, materials, and equipment necessary to place riprap as indicated on the Contract Drawings and as herein specified. Following completion of the Contract, all riprap will become the property of the Contractor and will be removed from the site by the Contractor.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 2 - SITE WORK - As Appropriate

PART 2 MATERIALS

1.01 RIPRAP

- A. Interlocking riprap shall be sound, durable rock. Each stone shall weigh not less than 55 pounds but not more than 120 pounds and at least 75% of the volume shall consist of stones weighing not less than 75 pounds each. The remainder of the stones shall be so graded that when placed with the larger stones the entire mass will be compact.
- B. Dumped riprap shall not be rounded stones or boulders unless authorized by special provisions. Stone shall be free from over-burden, spoil, shale, and organic material and shall meet the following gradation requirement specified.

<u>Size of Stone</u>	<u>Maximum Percent of Total Weight Smaller Than Given size</u>
400 lb.	100
300 lb.	80
200 lb.	50
*25 lb.	10

* No more than 5% by weight shall pass a 2" sieve.

Each load of riprap shall be reasonably well graded from the smallest to the maximum size specified. Stones smaller than the specified 10 percent size and spalls will not be permitted in an amount exceeding 10 percent by weight of each load.

Control gradation will be by visual inspection. The Contractor shall provide at the locations specified a mass of rock of at least five tons meeting the gradation for the class specified. The sample at the construction site may be a part of the finished riprap covering. At the quarry, an additional sample shall be provided. These samples shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truck loads of stone. Mechanical equipment, a sorting site and labor needed to assist in checking gradation shall be provided by the Contractor at no additional cost to the Owner.

- C. Riprap may be obtained from rock excavation being performed under the Contract if it conforms to the above requirements for size and quality.
- D. Rock shall be of such shape as to form a stable protective structure for the required sections. In general, riprap stone shall be angular in shape but rounded cobbles may be used on areas flatter than two horizontal to one vertical. Flat or needle shapes will not be accepted unless the thickness of the individual pieces is greater than one-third the length

2.02 BACKING MATERIAL

- A. The backing material shall conform to all the above requirements and be well graded with in the following limits.

Backing A:

<u>Size</u>	<u>Percent Finer Than</u>
4"	100
3 1/2"	80
3"	50
3/4"	10

Backing B:

<u>Size</u>	<u>Percent Finer Than</u>
1/2"	100
3/8"	85-100
No. 4	10-30
No. 8	0-10
No. 16	0-5

PART 3 EXECUTION OF WORK

3.01 PLACEMENT

- A. Riprap shall consist of a surface layer of large stones, resting on smaller stones where necessary to bring to the prescribed surface limits, and with all voids well filled with the largest practicable stones. Riprap may be placed by dumping, provided that the requirements of these specifications are met. If riprap is placed by dumping, it will be necessary to do additional work such as moving individual stones to ensure their stability and fill voids; the Contract shall do such additional work, as directed.
- B. Riprap shall be constructed on a staked geotextile fabric overlaid by a 12" base of Type 3 backfill overlaid by 811 of Backing B, overlaid by 8" of Backing A, overlaid by the riprap. Stones shall be carefully interlocked and laid with the flat surface at approximately right angles to the face of the slope or surface. The stones shall be so placed as to make a compact, stable, slope protection with a practicable minimum of surface voids.
- c. The largest stones in the surface layer shall have a minimum area in square feet measured on the face of the slope equal to the prescribed thickness of the riprap layer in feet and a minimum thickness equal to one-third the prescribed thickness of the riprap layer. As many of these stones as possible shall have a thickness substantially equal to the full depth of the riprap.
- D. The surface of the riprap may be irregular within an upper tolerance line one-third the prescribed thickness of the riprap above, and a lower tolerance line one-fourth the prescribed thickness of the riprap below the prescribed upper limit of the riprap. The Contractor shall select and place a row of the largest available stones along the bottom edge of riprap.

END OF SECTION

SECTION 02380

SHEETING AND BRACING

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE
1.03	SUBMITTALS
<u>PART 2</u>	<u>MATERIALS</u>
2.01	STEEL SHEET PILING
2.02	TIMBER SHEET PILING
2.03	STEEL SHORING BOXES
2.04	STEEL PLATES
<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	GENERAL
3.02	INSTALLATION OF SHEETING AND PLATES
3.03	EXCAVATION UTILIZING SHORING BOXES
3.04	SHEETING AND PLATES LEFT-IN-PLACE
3.05	EXTRACTION OF SHEETING PLATES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall do all permanent and temporary work involved in the bracing of excavation through the use of steel sheet pilings, timber sheeting, shoring boxes, and steel plates or as shown on the Contract Drawings or as directed by the Engineer.

- B. The Contractor shall take responsibility and shall furnish all parts, labor and materials for the placement and maintaining of sheeting, bracing or shoring of the sides of the excavation so as to prevent earth movements which would in any way diminish the width of excavation so as to interfere with proper construction, which would cause injury to persons in or about the work site, which would endanger adjacent structures, or which would delay the progress of work.

- C. The Contractor shall engage a Professional Engineer, registered in the State of Massachusetts and possessing prior experience in this field to design all necessary sheeting and bracing. The sheeting and bracing installed shall be in conformity with the design, and written certification of this shall be provided promptly by the Professional Engineer.

- D. No sheeting, bracing or shoring operations shall commence until the Engineer has reviewed all descriptions, plans, sketches and time sequences and until the Engineer has given his approval of such items. The furnishing of such materials is only for review purposes and does not serve to relieve the Contractor of any part of his responsibility for the safety of the work or the successful completion of the work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 2 - SITE WORK

1.03 SUBMITTALS

- A. The Contractor shall submit to the Engineer in triplicate a detailed written description of the equipment and methods he proposes to use in the sheeting, bracing and shoring operations along with the computations and sketches of his Professional Engineer. This material shall be submitted to the Engineer at least fifteen (15) working days prior to the proposed start of work. In addition, the Contractor shall also supply the Engineer with an overall time schedule of the sheeting, bracing and shoring work.

PART 2 MATERIALS

2.01 STEEL SHEET PILING

- A. Steel sheeting and associated bracing shall be of adequate weight for the use intended. The materials used for steel sheet piling shall conform to the requirements of ASTM-A328. Gauged sheeting shall not be acceptable for use where sheeting must be left in place.

2.02 TIMBER SHEET PILING

- A. Timber Sheeting shall be composed of a 3 layer laminated timber with tongue and groove connecting edges. The toe of the sheeting shall be cut on a diagonal so that, in driving, the pile will be continuously wedged back against the previously driven pile. Timber sheet piling shall conform to the requirements of AASHTO M. 09. 01-1.
- B. Timber Sheeting shall be sound, straight grained, free from shakes, loose knots, and other defects liable to impair its strength or durability.

2.03 STEEL SHORING BOXES

- A. In areas where temporary sheeting is specified, steel shoring boxes may be utilized to protect the excavation from collapsing when approved by the Engineer.
- B. The boxes shall be composed of sections, the number of which shall be dictated by the depth of excavation. The forward end of the box shall be equipped with cutting edges to facilitate the movement of the box along the trench bottom and shall be equipped with eyelets or hooks by which the excavator may pull the boxes along.

2.04 STEEL PLATES

- A. Steel plates and associated bracing shall be of adequate weight for the use intended. The materials used for steel sheet piling shall conform to the requirements of ASTM-A328. Gauged plating shall not be acceptable for use where sheets must be left in place.

PART 3 EXECUTION OF WORK

3.01 GENERAL

- A. Whenever possible, sheeting shall be driven ahead of the excavation to avoid loss of materials from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside the sheeting, but if voids are formed, they shall be filled immediately and compacted.
- B. The Engineer may direct that sheeting and bracing be cut off at any specified elevation, at least 3 feet below final grade.
- C. In streets, the Contractor will generally be required to install the braced excavation from the existing ground surface.

3.02 INSTALLATION OF SHEETING AND PLATES

- A. Sheet piles shall be driven in such a manner as to preserve interlocking between piles and so as to be vertical without any tendency to leaning.
- B. If handling holes on sheets should extend below normal static groundwater elevation, they shall be welded or plugged so as to facilitate trench dewatering operations.
- C. Splicing of steel piles shall not occur without the prior approval of the Engineer and spliced sections shall not be driven until inspection of the welded splice has been conducted by the Engineer.
- D. Bracing of the sheeting shall follow the designs of the Contractor's Professional Engineer and be subject to additional bracing if directed by the Engineer.

3.03 EXCAVATION UTILIZING SHORING BOXES

- A. The use of shoring boxes is an acceptable measure of excavation protection; however, special attention should be made to ensure that the boxes are set stable in the excavation, that when it is pulled along the trench the box remains on line and that the proper grade and depth is maintained.

- B. When other utilities or cross-connections are encountered within the excavation, the use of the shoring box may be somewhat limited and may necessitate the use of other sheeting or bracing measures as needed or as directed by the Engineer.

3.04 SHEETING AND PLATES LEFT-IN-PLACE

- A. When indicated in the Contract Documents, or as directed by the Engineer, sheeting and/or bracing shall be left-in-place and properly backfilled.
- B. The Engineer may direct the Contractor at any time in writing, to have sheeting, bracing, left in place to be embedded in backfill or concrete for the purpose of preventing subsequent injury to structures or property.

3.05 EXTRACTION OF SHEETING AND PLATES

- A. All sheeting and bracing not to be left in place shall be carefully removed in such a manner as to not endanger the construction, other structures, utilities or property. All Voids left or caused by withdrawal of sheeting shall be refilled immediately with sand by ramming with tools especially adapted to that purpose, by watering, or by other means as may be approved.

END OF SECTION

SECTION 02401

DEWATERING

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE
1.03	DESIGN AND PERFORMANCE REQUIREMENTS
1.04	SUBSURFACE CONDITIONS

<u>PART 2</u>	<u>MATERIALS</u>
2.01	SUBMITTAL

<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	GENERAL
3.02	CONCRETE STRUCTURES
3.03	SURFACE WATER CONTROL
3.04	INSTALLATION OF DEWATERING SYSTEM
3.05	OBSERVATION WELLS
3.06	SITE RESTORATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, appurtenant material and equipment, and incidentals required to design, install, operate and remove a temporary dewatering system to prevent surface and groundwater from entering any excavations required as per this Contract. The dewatering system installed shall lower the groundwater and prevent surface water intrusion to provide a firm, dry excavation with a stable bottom and sidewalls capable of supporting structures, pipes and backfill.

- B. The Contractor shall retain the services of a Professional Geotechnical Engineer, registered in the State of Massachusetts and experienced in dewatering systems, to design the dewatering system to be used during construction. A copy of the proposed dewatering system including plans and calculations shall be submitted to the Engineer for review at least two weeks prior to commencing any work. All drawings and calculations shall bear the stamp and signature of the Registered Professional Geotechnical Engineer. The Registered Professional Geotechnical Engineer shall monitor the installation of the dewatering system and visit the site periodically during the construction period.

- C. The dewatering system shall include the installation of one or a combination of the following dewatering methods as necessary: sumps and ditches, horizontal drainage systems, cofferdam dewatering, well method, well point method, cutoff methods and other methods as designated by the Contractor's Geotechnical Engineer and approved by the Engineer.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. DIVISION 2 - SITE WORK

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. The bottom of all excavations shall be dry and firm. All excavation, construction, backfilling and compaction shall be conducted "in-the-dry" unless hydraulic compaction measures are dictated by the Engineer.

B. The following measures shall be met in all areas where predrainage of the existing water table is required prior to construction operations.

1. No excavation below the elevation of the groundwater level existing at the time of construction will be allowed until this groundwater level has been lowered to, and maintained at, an elevation at least 2 feet below the bottom of excavation.

2. The dewatering system shall maintain the groundwater level at least 2 feet below the bottom of excavation until sufficient backfill has been placed to prevent flotation of any structures or pipelines.

3. The Contractor and his Professional Geotechnical Engineer shall be responsible for insuring that dewatering measures and well points are so installed and situated as to provide sufficient dewatering of the work area and abutting soil stratum.

4. The design of well points of other dewatering units shall be such that removal of fines during pumping is minimized.

5. A single stage well point system with the header at ground surface will not be adequate to lower the water level to the required depths.

C. Safe working conditions shall be ensured by whatever dewatering measures deemed necessary, including the use of chemical and soil stabilization.

D. During the course of construction if alterations or re-design of the dewatering system is necessitated, the Contractor's Professional Geotechnical Engineer shall submit plans and calculations, stamped and signed, indicating such alterations and changes. The Contractor shall bear all costs of the Geotechnical Engineer any modifications.

E. Dewatering measures shall be so designed as to prevent the removal of any lines during pumping or excessive subsidence about the construction site. Discharged groundwater shall be properly detained, settled, filtered, or otherwise treated to prevent contamination, and to prevent contamination of nearby waterways.

1.04 SUBSURFACE CONDITIONS

A. Test borings and groundwater observation wells installed along the excavation route by the Owner or Engineer shall be made available to the Contractor for his use.

- B. The Contractor shall also consider groundwater level fluctuations due to the season, precipitation, or other factors.
- C. The Contractor shall be responsible for obtaining all additional and supplementary information he deems necessary for the design of the dewatering system.

PART 2 MATERIALS

2.01 SUBMITTALS

- A. The Contractor shall submit to the Engineer for approval a plan showing a typical dewatering method to be used during the construction. The plans shall be submitted to the Engineer four weeks prior to beginning the work. Plans shall show location of a given method and the materials to be used for a given installation. Submittal shall include a description of each piece of equipment to be used for the dewatering operation.

PART 3 EXECUTION OF WORK

3.01 GENERAL

- A. The Contractor shall conduct all dewatering operations in a manner, which will protect existing structures, pipelines and utilities from undermining of their bearing soils or disturbance to soil supporting, overlying or adjacent to structures. The Contractor shall be solely responsible for damage to properties, buildings, structures, utilities, pavements, sidewalks or pipelines resulting from his dewatering and surface water control operation.
- B. The Contractor shall control all surface and groundwater so that dry, firm, undisturbed bearing soils exist in the trench or pit during all stages of excavation, construction and backfilling. Softening and instability due to the presence of seepage of water shall not be allowed to occur.
- C. The Contractor shall maintain surface and groundwater control until backfilling is completed so as not to cause shifting of pipe due to flotation and buoyant forces.

3.02 CONCRETE STRUCTURES

- A. The Contractor shall construct concrete cutoff dams to prevent the unnatural flow of groundwater through the backfilled trenches as detailed on the Contract Drawings. Intervals between the dams shall not exceed 300 feet. At least one dam shall be constructed between manholes.
- B. The Contractor shall not permit water to rise above concrete or brick masonry within 24 hours after being placed, nor shall moving water be allowed to rise over any masonry for 96 hours. In no event shall water be permitted to rise to set up unequal pressures in structures until the concrete or mortar has set at least 24 hours.

3.03 SURFACE WATER CONTROL

- A. The Contractor shall control surface water inflow through the construction of dikes, ditches, pumps or any other control method required to prevent the flow of any surface water into any excavation.

3.04 INSTALLATION OF DEWATERING SYSTEM

- A. The Contractor shall install the dewatering system, and shall show to operate to the Engineer's satisfaction, prior to the excavation of any trench or pit. The system shall be shown to maintain the groundwater level as specified or modified to provide the required level as directed by the Engineer. Provisions shall be made to have standby pumps and generators available at all times.

3.05 OBSERVATION WELLS

- A. The Contractor shall install observation wells along the trench centerline in all areas requiring predrainage. There shall be an operating observation well located within 50 ft. of the working edge of the excavation. The Contractor shall install all observation wells to a minimum bottom of the excavation. Observation wells shall consist of a screened or slotted well point and a riser pipe shall be fitted with a threaded watertight cap. Additional observation wells may be required as instructed by the Engineer in areas where a sand stratum underlies a clay layer located at or below the bottom of the excavation.
- B. The Contractor shall make water level readings in the observation wells twice daily, and submit a copy to the Engineer on a daily basis. The Engineer shall be permitted to make independent readings as he requires.

3.06 SITE RESTORATION

- A. Upon completion of the excavation work and approval of the Engineer, the Contractor shall restore the area to its pre-construction condition. All equipment, materials and accessories shall be removed and shall become the property of the Contractor. Observation wells shall be filled with sand upon completion of the Contract or as directed by the Engineer.
- B. Any areas requiring repaving shall be repaved in accordance with related sections of the specifications.

END OF SECTION

SECTION 02575

PAVING AND ROAD CONSTRUCTION

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS
- 1.02 DESCRIPTION OF WORK
- 1.03 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL CRITERIA
- 2.02 SUBGRADE
- 2.03 SUBBASE
- 2.04 TRENCH PAVEMENT
- 2.05 SURFACE COURSE - PERMANENT PAVEMENT
- 2.06 SIDEWALKS, DRIVEWAYS AND CURBS

PART 3 EXECUTION OF WORK

- 3.01 BITUMINOUS PAVING - GENERAL
- 3.02 CARE AND RESTORATION OF PROPERTY
- 3.03 PREPARATION OF SUBGRADE IN CUT AREAS
- 3.04 PREPARATION OF SUBGRADE IN FILL AREAS
- 3.05 PREPARATION OF SUBBASE
- 3.06 TRENCH PAVEMENT – TEMPORARY PAVEMENT
- 3.07 PERMANENT PAVEMENT
- 3.08 MAINTENANCE OF PAVING
- 3.09 SIDEWALKS, DRIVEWAYS AND CURB CONSTRUCTION

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.
- B. The Contractor shall be responsible for maintaining all pavements and sidewalks placed as part of the Contract, in a safe and satisfactory condition until the project is accepted as complete. For any pavement or sidewalk area damaged, the Contractor shall remove the entire pavement structure in the damaged area and replace it as directed by the Engineer.
- C. Should the application of the wearing surface be delayed for any reason including bad weather, the Contractor shall provide and maintain the base in acceptable condition until such time as the new pavement is place.
- D. During construction, all existing pavement, not to be removed, shall be protected by the Contractor. Any pavement damaged shall be removed and replaced by the Contractor at the Contractor's expense.

- 1.02 DESCRIPTION OF WORK

- A. Work under this section consists of furnishing all materials, labor, tools, equipment and supervision necessary to restore existing or construct new pavement sub-grades, subbase, bituminous base courses, tack coats and bituminous surface courses for roadways and all curbs, sidewalks, driveways, and parking areas.

- B. The materials and construction methods used for this work shall conform to the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges", 2020 Edition, and subsequent revisions and addenda.
- C. All temporary construction roads, ditches, and drainage facilities shall be removed, and the site restored before completion of the project.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 02200 - EARTHWORK
- B. SECTION 02224 - FILL AND BACKFILL MATERIALS
- C. DIVISION 2 - SITE WORK -As Appropriate
- D. DIVISION 3 - CONCRETE - As Appropriate

PART 2 MATERIALS

2.01 GENERAL CRITERIA

- A. The Contractor shall be responsible for obtaining any permits and meeting State requirements for all work taking place in State highways.

2.02 SUBGRADE

- A. Sub-grade shall be either Type 1, 2, 3 & 4 materials in accordance with related specifications.

2.03 SUBBASE

- A. Sub-base shall be Type 6 screened gravel material in accordance with related specifications or reclaimed material.

2.04 TRENCH PAVEMENT

- A. HMA trench pavement shall match the existing pavement thickness or be a minimum of 4-inch compacted thickness (whichever value is greater). The trench pavement shall be placed in two separate lifts. The base course (SIC 19.0) shall be a minimum of 2.5-inch compacted thickness, and the surface course (SSC 9.5) shall be a minimum of 1.5-inch compacted thickness, as specified in the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges".

2.05 SURFACE COURSE - PERMANENT PAVEMENT

- A. HMA Surface course shall be minimum 1.5-inch compacted thickness (SSC 9.5) as specified in the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges".

2.06 SIDEWALKS, DRIVEWAYS AND CURBS

- A. Bituminous concrete for driveways, sidewalks and curbs shall be in accordance with the as specified in the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges".

PART 3 EXECUTION OF WORK

3.01 BITUMINOUS PAVING - GENERAL

- A. All mixtures delivered to the job site shall be accompanied by a Certificate of Compliance. Deliveries not accompanied by a certificate will not be used in the work.

- B. Construction methods shall conform to the requirements as specified in the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges", including the following:
 - 1. Mixtures delivered to the job site shall not possess signs of segregation of ingredients or surface crust.
 - 2. The temperatures of the mixture when delivered to the spreader will be a minimum of 250 F.
 - 3. Mixtures shall be placed only upon approved surfaces that are clean from foreign material and are dry; and when weather conditions are suitable. No mixture shall be placed when the weather is foggy or rainy, provided, however, that the Engineer may permit, in the case of sudden rain, the placing of mixture then in transit from the plant, if laid at the proper temperature and if the roadbed is free from pools of water. Such permission shall in no way relax the requirements for the quality of the pavement and smoothness of the surface. No materials shall be placed upon a frozen base, or when wind conditions are such that rapid cooling will prevent satisfactory compaction.
 - 4. Wherever possible material shall be compacted using steel wheeled rollers.
 - 5. In areas not accessible to a roller, compaction shall be accomplished by using mechanical compactors or hand tampers, approved by the Engineer.
 - 6. All material place shall receive final compaction before nightfall of the day placed, unless artificial light, satisfactory to the Engineer, is provided.
 - 7. The density of completed paving shall not be less than 95% of the density obtained from laboratory compaction of a mixture composed of the same materials in like proportions.
 - 8. The Engineer may require the Contractor to remove and replace at his own expense, any work deemed defective on the basis of sampling and testing for composition and density, or faulty procedures.

3.02 CARE AND RESTORATION OF PROPERTY

- A. All streets, sidewalks, gutters, driveways and curbs which have been damaged by the Contractor's operations shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of operations.

- B. Suitable materials and methods shall be used for restoration of curbs and other types of gutters, driveways and sidewalks.

- C. Materials and method of all restoration work shall be subject to approval by the Engineer.

- D. All frames, grates, covers, street boxes, manhole rings and other castings removed or damaged by the Contractor's operations shall be restored to a condition at least

equal to that in which they were found immediately prior to the beginning of operations.

- E. All frames, grates, covers, street boxes, manhole rings and other castings within the limits of new paving shall be reset by the Contractor such that they are flush with the new surface.

3.03 PREPARATION OF SUBGRADE IN CUT AREAS

- A. If after excavation to the proposed sub-grade elevation the insitu material is determined by the Engineer to be unsuitable, the Contractor shall excavate an additional 1 foot and backfill with Type 3 sand and gravel compacted to 95% of maximum dry density. Changes in the depths and limits of excavations or fills shall be an appropriate bid adjustment item.
- B. The Contractor shall remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas upon which subbase and pavement material will be placed. The subgrade shall be shaped as indicated on the Contract Drawings and shall be compacted to 95% of maximum dry density.

3.04 PREPARATION OF SUBGRADE IN FILL AREAS

- A. The Contractor shall remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas upon which embankments will be built or material will be placed for grading.
- B. After the area has been stripped and grubbed as herein specified, Type 1, 2, 3 and 4 material or reclaimed material shall be placed thereon and built up in successive layers until it has reached the required elevation.
- C. Layers shall not exceed 6 inches in thickness before compaction. The layers shall be slightly convex toward the center. Layers shall be compacted to 95% of the maximum dry density of the particular material used.

3.05 PREPARATION OF SUBBASE

- A. Subbase material shall conform to Type 6 Screened Gravel or reclaimed material as described in the related sections of the specifications.
- B. Screened gravel subbase for either permanent paving shall be a minimum of 12 inches in thickness.

3.06 TRENCH PAVEMENT – PERMANENT PAVEMENT

- A. Trench paving shall be the depth as specified herein, or as directed by the Engineer.
- B. Prior to placing trench pavement, trenches shall have been backfilled in accordance with related sections of the specifications. The top of the trench shall be backfilled with the specified gravel subbase materials, spread and compacted as specified herein.
- C. Prior to placing trench pavement, the backfilled trenches shall be excavated to proper depth and shall receive trench paving. The edges of the existing pavement, previously cut for the trenching operations, shall be retrimmed along clean, straight, undamaged lines, as directed by the Engineer, and the gravel base course shall be recompacted to form a satisfactory, stable foundation.
- D. Prior to the placing of trench pavement, the cut edges of existing pavement shall

be swept clean and painted with a prime or tack coat of compatible asphalt materials.

- E. Trench pavement shall be furnished, placed and compacted, as herein specified, to such widths necessary to meet undisturbed existing pavement. The completed pavement shall match the grade and shape of the adjoining existing surfaces.
- F. The Contractor shall continuously maintain trench pavement in good repair, flush with existing pavement, at his own expense. Should soft, damaged or broken areas develop, such areas shall be removed immediately and be replaced with new, properly compacted materials.
- G. Temporary trench pavement shall remain in place until the spring of the following year but no less than 90 calendar days prior to installation of permanent trench pavement.

3.07 PERMANENT PAVEMENT

- A. Permanent top course paving is to be placed after at least 90 days has elapsed from the installation of the binder course paving for required compaction to have occurred as determined by the Engineer.
- B. Prior to Permanent top course paving, the Contractor shall make all final repairs to the previously installed binder course, and raise or cause to be raised, all existing, manhole, catch basin, valve box, curb box, and utility covers, etc., to conform to the final pavement grade. All loose or damaged material on the binder course pavement shall be removed and a leveling course, as hereinbefore specified, shall be installed. Leveling course shall also be installed at depths and locations, as directed by the Engineer, to fill existing holes and depressions, or to improve roadway crowns. Leveling course quantities used for permanent paving shall be included for compensation under the paving item.
- C. All surfaces to receive Permanent paving shall be dry and thoroughly cleaned of foreign or loose material; a compatible prime or tack coat shall be applied to the rate of 0.05 to 0.15 gallons per square yard of pavement, depending upon the condition of the existing surface. All castings and edge stones will be protected from the tack coat.

3.08 MAINTENANCE OF PAVING

- A. The Contractor shall maintain pavement placed under this Contract until the expiration of the one-year guarantee period and shall promptly fill with similar material all depressions and holes that may occur so as to keep the pavement in a safe and satisfactory condition for traffic.

3.09 SIDEWALKS, DRIVEWAY AND CURB CONSTRUCTION AND RECONSTRUCTION

- A. All granite curbs, cement concrete sidewalks, and driveways damaged during construction will be reconstructed to their original condition after construction is completed. Granite curbing to be reset shall be removed and reset to proper grade and alignment in accordance with the construction methods and conform to the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges".
- B. Curbing to be reset shall be carefully removed and stored. The Contractor shall replace any edging damaged or lost due to his negligence. The base upon which the edging is to be set shall be compacted to a firm even surface. Joints shall be pointed with mortar and the exposed portion finished with a jointer. Granite curb inlets shall be set in full mortar beds. The Contractor shall replace any edging damaged or lost due to his negligence.

3.10 PAVEMENT EXCAVATION-COLD PLANER

- A. This work consists of removing pavement by cold planer in designated areas. The cold planer must be equipped with an elevating device capable of loading directly into dump trucks while operative. It shall have all necessary safety devices. Milling shall be done to a depth per plan, to the designated limit of work. Excavation shall be in accordance with section 400.415 of the Massachusetts Department of Transportation, "Standard Specifications for Highways and Bridges". The contractor shall dispose of the material cold planed at his expense.

END OF SECTION

SECTION 02601

DRAIN MANHOLES, FRAMES AND COVERS

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS
- 1.02 DESCRIPTION OF WORK
- 1.03 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL
- 2.02 CONCRETE AND REINFORCEMENT
- 2.03 PRE-CAST SECTIONS
- 2.04 CEMENT BLOCK SECTIONS
- 2.05 FRAME AND COVER
- 2.06 BRICK MASONRY
- 2.07 MANHOLE STEPS

PART 3 EXECUTION

- 3.01 INSTALLATION OF MANHOLE BASES AND SECTIONS
- 3.02 LAYING AND CURING BRICK AND COVERS
- 3.03 SETTING MANHOLE FRAMES & COVERS

PART 1 GENERAL

1.01 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified under this section.

1.02 DESCRIPTION OF WORK

- A. The Contractor shall furnish all labor, equipment, appurtenances, and materials. He shall perform all operation connection with the satisfactory installation of manholes.
- B. Manholes shall be constructed at the locations, to the elevations, and in accordance with notes and details shown on the drawings as well as the standard details. Catch basins or drain inlets shall be considered similar to manholes in this section.
- C. Manholes shall be as shown on the standard details and of the following types:
 - 1. Barrels and cone sections shall be pre-cast reinforced or non-reinforced concrete, or cement block masonry.
 - 2. Base sections shall be monolithic to a point 6" about the crown of the incoming pipe if pre-cast reinforced concrete or pre-cast non-reinforced concrete.
 - 3. Horizontal manhole joints and pipe connections shall be only as approved by the Engineer in accordance with the Standard Details and , in general, will depend for water tightness upon either an approved non-shrinking mortar or elastomeric sealant.
 - 5. Cone sections shall be eccentric—see standard detail.

6. There shall be no manhole steps.
7. All pre-cast sections and bases shall have the date of manufacture and the name or trademark of the manufacturer impressed or indelibly marked on the inside wall.
8. All invert channels shall be formed of brick and mortar or trowelled concrete upon the base. The inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent to the centerlines of adjoining pipes.
9. The barrel shall be not less than 5 in. thick.
10. Type II cement shall be used except as otherwise approved.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01300—SUBMITTALS
- B. DIVISION 2—SITE WORK—As Appropriate
- C. DIVISION 3—CONCRETE—As Appropriate

PART 2 MATERIALS

2.01 GENERAL

- A. The following diameter manholes shall be used with the appropriate size diameter pipe:
 1. 4'-0" diameter manhole for 24" diameter pipe or less.
 2. 5'-0" diameter manhole for greater than 24" diameter pipe up to and including 36" diameter pipe.
 3. 6'-0" diameter manhole shall be used when indicated on the Contract Drawings.

2.02 CONCRETE AND REINFORCEMENT

- A. Concrete for bases or complete manholes shall conform to the requirements for 4000 psi concrete.
- B. Reinforcing steel for poured-in-place concrete shall conform to the requirements of AASHTO, M31 (Billet steel) or AASHTO, M55 (Welded Steel Wire Fabric).

2.03 PRE-CAST SECTIONS

- A. Pre-cast concrete barrel sections, cones, and bases shall conform to ASTM C478 except as may be otherwise shown on the Standard Details.
- B. Sections shall be steam cured and shall not be shipped until at least five days after having been cast.
- C. No more than two lift holes may be cast in each section.

- D. Acceptance of the sections will be on the basis of material tests and inspection of the inspection of the completed product.
- E. If pre-cast-concrete sections are used, the tops of the bases shall be suitable shaped, by means of accurate bell-ring forms to receive the barrel sections.
- F. The Contractor shall submit to the Engineer for approval, the method of connecting pipes for each manhole or structures. Acceptable connections may be one or more of the following:
 - (1) A tapered opening into which the pipe is inserted shall have the angular space around the pipe filled with nonshrink, waterproof grout. Total thickness of concrete shall be 12 inches each side of the pipe.
 - (2) The "Lock Joint Flexible Manhole Sleeve" shall be cast in precast manhole base. The stainless steel strap, conforming to ASTM C923 and ASTM A167 shall be protected from corrosion with a bituminous coat.
 - (3) The "Kor-N-Seal" flexible sleeve connection shall be a rubber like gasket cast in the precast manhole base. The rubber gasket shall be cast into a formed opening in the manhole.
 - (4) Any other connections as specified on Contract Drawings.

2.04 CEMENT BLOCK SECTIONS

- A. Manholes may be constructed of Cement Block or Cement Barrel block in a manor and size similar to precast and poured in place manholes as shown on the standard detail sheets and as specified. See section 01025.

2.05 FRAME AND COVER

- A. Standard manhole frame and cover shall provide a 24" diameter clear opening. The cover shall have the word "DRAIN" in 3" letters cast into the top surface for drain manhole.
- B. Frames and covers shall be installed as indicated on the construction details.
- C. The castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sandholes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined at the foundry, before shipment to prevent rocking of covers in any orientation.
- D. All castings shall be thoroughly cleaned and subject to a careful hammer inspection.
- E. Castings shall be at least Class 30 conforming to the ASTM Standard Specification for Gray Iron Castings, Designation A48.
- F. Before being shipped from the foundry, castings shall be sandblasted and given two coats of coil-tar-pitch varnish, applied in a satisfactory manner so as to make a smooth coating, tough, tenacious, and not brittle or with any tendency to scale off.

2.06 BRICK MASONRY

- A. Brick masonry for shelf, invert, and grade adjustment shall consist of the following:
1. Brick shall conform to ASTM Standard Specification for Sewer Brick (made from clay or shale), Designation C32, Grade 55, hard brick.
 2. Rejected brick shall be immediately removed from the work and brick satisfactory to the Engineer substituted.
 3. Mortar shall be composed of Portland cement, hydrated lime, and sand, in the proportions of 1 part cement to ½ part lime to 4 ½ parts sand (by volume). The proportion of cement to lime may vary from 1:1/4 for hard brick to 1:3/4 for softer brick, but in no case shall the volume of sand exceed three times the sum of the volume of cement and lime.
 4. Cement shall be Type II Portland cement conforming to ASTM C150, Standard Specifications for Portland cement.
 5. Hydrated lime shall be Type S conforming to the ASTM Standard Specification for Hydrated Lime for Masonry Purposes, Designation C207.
 6. Sand shall consist of inert natural sand conforming to the ASTM Standard Specifications for Concrete (Fine) Aggregates, Designation C33 as follows:

2.07 MANHOLE STEPS-NOT REQUIRED

- A. Manhole steps shall be extruded PVC and shall be in accordance with ASTM-B211 and OSHA 1910.27.

PART 3 EXECUTION

3.01 INSTALLATION OF MANHOLE BASES AND SECTIONS

- A. Pre-cast bases shall be placed on a 6" layer of compacted material as described in the Standard Details. The excavation shall be properly dewatered while placing bedding material and setting the base or pouring concrete. Waterstops shall be used at the horizontal joint of poured-in-place manholes.
- B. Inlet and outlet stubs shall be connected and sealed in accordance with the manufacturers recommended procedure, and as shown on the Standard Details, or cast integrally with the poured base.
- C. Barrel sections and cones of the appropriate combination of heights shall then be placed, using manufacturers recommended procedure for sealing the horizontal joints, and as shown on the Standard Details or the remaining barrel of the manhole shall be cast above the base.
- D. Pre-cast reinforced-concrete manhole sections shall be set so as to be vertical and with sections in true alignment.
- E. Joints shall be painted with mortar and exterior joints thoroughly tooled so as to be lightly concave with a hard polished surface free from drying cracks. Interior joints shall be tooled flush in a similar manner. Mortar shall be as herein specified for brick masonry.

- F. All holes in sections, used for their handling, shall be thoroughly plugged with mortar. The mortar shall be one part cement to 1-1/2 parts sand; mixed slightly damp to the touch (just short of "balling"); hammered into the holes until it is dense and an excess of paste appears on the surface; and then finished smooth and flush with the adjoining surfaces.
- G. Following satisfactory completion of the leakage test, the frame and cover shall be placed on the top to prevent accidental entry by unauthorized persons, children, animals, etc., until the Contractor is ready to make final adjustment to grade.

3.02 LAYING AND CURING BRICK

- A. Only clean bricks shall be used in brickwork for manholes. The brick shall be moistened by suitable means, as direct, until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.
- B. Each brick shall be laid in full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and shall be thoroughly bonded as directed.
- C. Brick masonry shall be protected from too rapid drying by the use of burlaps kept moist, or by other approved means, and shall be protected from the weather and frost, all as required.

3.03 SETTING MANHOLE FRAMES AND COVERS

- A. Manhole frames shall be set with the tops conforming accurately to the grade of the pavement or finished ground surface or as indicated on the drawings. Frames shall be set concentric with the top of masonry and in a full bed of mortar so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the masonry shall be placed all around and on the top of the bottom flange. The mortar shall be smoothly finished and have a slight slope to shed water away from the frame.
- B. Manhole covers shall be left in place in the frames on completion of other work at the manholes.

END OF SECTION

SECTION 02612

REINFORCED CONCRETE PIPE

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE
1.03	SUBMITTALS

<u>PART 2</u>	<u>MATERIALS</u>
2.01	REINFORCED CONCRETE PIPE
2.02	PIPE JOINTS
2.03	INSPECTION AND ACCEPTANCE OF PIPE

<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	HANDLING OF PIPE
3.02	LAYING AND JOINING PIPE
3.03	TEMPORARY PLUGS

PART 1 GENERAL

- 1.01 SCOPE OF WORK
 - A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to install, join, and test all reinforced concrete pipe and fittings as indicated on the Contract Drawings and as specified herein.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
 - A. SECTION - 01300 - SUBMITTALS
 - B. DIVISION 2 - SITE WORK
 - C. DIVISION 3 - CONCRETE
- 1.03 SUBMITTALS
 - A. Before fabrication of the pipe is begun, the Contractor shall submit the name of the pipe and fittings manufacturer.

PART 2 MATERIALS

- 2.01 REINFORCED CONCRETE PIPE
 - A. Reinforced concrete pipe shall be made by a manufacturer of established good reputation in the industry and in a plant adapted to meet the design requirements of the pipe.
 - B. Except as otherwise specified herein, all pipe shall conform to ASTM Standard Specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, Designation C76-82b, Class IV or V, Wall B or Wall C.
 - C. Each unit of pipe shall have an interior surface that is smooth and free from any roughness, projections, indentations, offsets, or irregularities of any kind.

2.02 PIPE JOINTS

- A. The tongue and groove or bell and spigot type of joint shall be used for concrete pipe 48 inches in diameter or less with provisions for using a round rubber "O-Ring" gasket in a recess in the spigot end of the pipe. The bevel on the bell of the pipe shall be between 1 ½ degrees and 2 ½ degrees and when the joint is made up and the pipes are centered and in line, the annular open space shall not exceed 3/16 inches. The faces of the pipe in contact with the gasket shall be true and free from irregularities.
- B. Joints shall utilize a round rubber "O-Ring" gasket that conforms to the requirements of ASTM C443.

2.03 INSPECTION AND ACCEPTANCE OF PIPE

- A. All pipes shall be clearly marked as specified by ASTM C76-82b and/or directed by the Engineer.
- B. Pipe that is damaged or unacceptable for any reason shall be rejected and removed from the site. Only pipe that rigidly conforms to all specifications will be accepted and paid for. All pipes that are damaged during or after shipment will be rejected. Pipe damaged during installation shall be rejected at the Contractor's expense.

PART 3 EXECUTION OF WORK

3.01 HANDLING OF PIPE

- A. Each pipe unit shall be handled into its position in the trench only in such manner and by such means as the Engineer approves as satisfactory. The Contractor will be required to furnish approved devices to permit satisfactory support of all parts of the pipe unit when it is lifted.

3.02 LAYING AND JOINING PIPE

- A. Pipe shall be laid to the lines and grades indicated on the drawings or given by the Engineer. Each pipe unit shall be so laid as to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.
- B. The Contractor shall take all necessary precautions to prevent flotation of the pipe in the trench.
- C. Where so indicated on the drawings, the pipe shall be supported by compacted screened gravel or concrete cradle or envelope.
- D. Where pipe is placed on a shaped bed of undisturbed material or supported by screened gravel, suitable bell holes shall be excavated or provided so that after placement only the barrel of the pipe receives bearing pressure from the supporting material. Blocking under the pipe will not be permitted.
- E. When each pipe unit has been properly bedded, enough of the backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment.
- F. Where a concrete cradle or envelope is used, the pipe shall be laid on concrete saddles and braced, to provide both vertical and lateral support for the pipe while the cradle or

envelope is being placed. The location, dimensions, and class of concrete required for the cradle or envelope are indicated on the drawings.

- G. After the pipe units are aligned in the trench and are ready to be joined, all joint surfaces shall be cleaned. Immediately before jointing the pipe, the bell or groove shall be lubricated in accordance with manufacturer's recommendations. Each pipe unit shall then be carefully pushed into place without damage to pipe or gasket. Jacks or come-along shall be used to force the pipe together so that they will fit with a minimum open recess inside and outside and have tightly sealed joints. Care shall be taken to not use such force as to wedge apart and split the bell or groove ends. Joints shall not be "pulled" or "cramped" without approval of the Engineer.
- H. Immediately after the pipe units are put together, the position of the gasket in the joint shall be inspected using an approved feeler gage furnished by the Contractor, to be sure it is properly put together and is tight. Joints, where the gasket is damaged or not properly positioned, shall be pulled apart and remade using a new gasket.
- I. The jacks or come-along shall be anchored a minimum of 5 pipe-lengths back along the pipeline to prevent the pulling force from dislodging previously placed pipe. Only a jack or come-along shall be employed to force the pipe together and to hold the pipe in place during backfilling. The use of crowbars alone or any motor driven equipment shall not be permitted.
- J. Pressure from the come-along shall not be released until the backfill material is in place and compacted for at least $\frac{1}{2}$ the length of the pipe.
- K. Any pipe damaged because of the Contractor's operations shall be promptly removed and satisfactorily repaired or replaced at the Contractor's expense.
- L. Details of gasket, attachment, and joint formation shall follow the directions of the manufacturer.
- M. For pipe placed on undisturbed material, compacted sand, or screened gravel, the bell hole shall be filled with the bedding material so placed and compacted that the spigot will not move in the bell of the adjoining pipe under backfill load.
- N. No pipe or fitting shall be permanently supported on saddles, blocking, or stones.

3.03 TEMPORARY PLUGS

- A. At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, the plug shall not be removed until all danger of earth or other materials entering the pipe has passed.

END OF SECTION

SECTION 02634

CONNECTIONS TO EXISTING FACILITIES

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS
- 1.02 DESCRIPTION OF WORK
- 1.03 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS
NOT APPLICABLE

PART 3 EXECUTION OF WORK

- 3.01 INTERFERENCE
- 3.02 NORMAL JOINT CONNECTIONS
- 3.03 CONNECTION TO EXISTING STRUCTURES
- 3.04 CONNECTION TO EXISTING SEWERS
- 3.05 MANHOLES INTERCEPTING EXISTING SEWERS

PART 1 GENERAL

1.01 CONTRACT DOCUMENTS

- A. The General Provisions of the Contract, including General and Supplemental Conditions and Requirements, apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Contractor shall make all connections to the existing facilities as indicated on the drawings and as herein specified, or as directed.
- B. The Contractor shall furnish all labor, pipe, fittings and appurtenances. The Contractor shall do all excavation and backfill as required.
- C. Existing pipeline or structures damaged by the Contractor shall be replaced by him at his own expense in a manner approved by the Engineer.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 2—SITE WORK—As Appropriate
- B. DIVISION 3—CONCRETE--As Appropriate

PART 2 MATERIALS

Not Applicable

PART 3 EXECUTION OF WORK

3.01 INTERFERENCE

- A. The Contractor shall develop a program for the construction and placing in service of the new works or the re-direction of existing works subject to any notes on the Drawings and to the approval of the Engineer. All work involving cutting into and connecting to the

existing facilities shall be planned so as to interfere with operation of the existing facilities for the shortest possible time and when the demands on the system best permit such interference when to the extent of working outside of normal working hours to meet these requirements.

- B. The Contractor shall have all possible preparatory work done and shall provide all labor, tools, material and equipment required to do the work in one continuous operation.
- C. The Contractor shall have no claim for additional compensation, by reason of delay or inconvenience, for adapting his operations to the needs of the public.

3.02 NORMAL JOINT CONNECTIONS

- A. The Contractor shall make joint connections similar to those on the existing pipe or adaptable to such pipe unless specifically shown otherwise on the drawings or directed by the Engineer.

3.03 CONNECTION TO EXISTING STRUCTURES

- A. Piping to be connected to existing manholes or other similar structures where no stub or other opening has been provided shall be made through an opening of minimum diameter cut in the wall of the structure at the required elevation and location. All penetrations shall be made by core boring unless otherwise approved by the Engineer.
- B. The Contractor shall furnish and install a pipe stub, similar in material, joint detail and diameter to the pipe to be connected to the existing structure.
- C. The annular space outside of the pipe stub shall be filled and sealed with non-shrinking grout. The outer surface of the sealing mortar shall be given a coating of heavy bitumastic water-proofing compound of a type approved by the Engineer.
- D. The bench walls within the existing structure shall be altered as required to form a new flow channel from the new connection to the existing flow channel or from the existing flow channel to the new connection, as shown on the Drawings or directed by the Engineer. The new channel shall be built with a smooth and continuous radius as indicated on the Detail Drawing and approved by the Engineer.

3.04 CONNECTION TO EXISTING SEWERS

- A. Sewer connections to exiting sewers and service connections constructed where there is no connection fitting or where the fitting has been damaged by or cannot be located by the Contractor shall be constructed of cast iron saddles.
- B. Existing sewers shall be tapped by mechanical tapping machines specifically designed for such work. Tapping by use of hammer and chisel shall not be allowed except if specifically authorized in writing by the Engineer.

3.05 MANHOLES INTERCEPTING EXISTING SEWERS

- A. Where indicated on the Drawings or directed by the Engineer, a manhole shall be installed to connect the existing and new sewers. The existing pipe shall not be disturbed, damaged or altered in any manner which may disrupt its normal operations.
- B. The manhole shall be constructed by one of the following methods:

1. The placement of a pre-cast concrete base slab, of sufficient depth to accommodate a typical invert, beneath the existing pipe. The first barrel section shall be fitted with openings to allow the passage of the existing pipe or pipes and the connection of the new pipe or pipes.
 2. A cast in place concrete base section shall be formed around the existing pipe. The formed base section shall accommodate the installation of a typical invert and also accept the remainder of the manhole pre-cast sections or formed sections.
 3. Methods other than the above must be approved in writing by the Engineer. All pre-cast manhole sections, cast in place manholes, concrete formwork and appurtenances shall conform to the appropriate specifications sections.
- C. The existing pipe shall not rest upon or support any manhole sections. The incoming existing pipe shall be saw cut and a flexible coupling (dresser type 38, clow type 248 or equal) installed at a distance as indicated by the Engineer.
- D. The annular space outside of the existing pipes shall be filled and sealed with non-shrinking grout. The outer surface of the sealing mortar shall be given a coating of heavy bitumastic water-proofing compound of a type approved by the Engineer.
- E. The flow shall be altered and a new channel built only after the activation of the new sewer as noted on the Drawings and upon approval by the Engineer. The new channel shall be built with a smooth and continuous radius.

END OF SECTION

SECTION 02728

MODIFICATION AND CONNECTIONS
TO EXISTING STRUCTURES

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL
- 2.02 CONCRETE
- 2.03 CEMENT CONCRETE BLOCKS
- 2.04 BRICK MASONRY
- 2.05 MORTAR
- 2.06 FRAMES, COVERS, GRATES AND MANHOLE STEPS
- 2.07 PRECAST SECTIONS

PART 3 EXECUTION OF WORK

- 3.01 GENERAL
- 3.02 INTERFERENCE
- 3.03 MODIFICATION OF STRUCTURES
- 3.04 CLEANING, CARE, & RESTORATION
- 3.05 NORMAL JOINT CONNECTIONS
- 3.06 CONNECTION TO EXISTING STRUCTURES
- 3.07 CONNECTION TO EXISTING SEWERS
- 3.08 MANHOLES INTERCEPTING EXISTING SEWERS
- 3.09 LAYING BRICK AND BLOCKS
- 3.10 PLACING CASTINGS
- 3.11 DRAINAGE OR SEWERAGE STRUCTURES ABANDONED OR REMOVED

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall make all connections to the existing facilities as indicated on the drawings and as herein specified, or as directed.
- B. The Contractor shall furnish all labor, equipment, materials, appurtenances and incidentals and perform all operations in connection with the satisfactory rehabilitation and modification of existing drainage and sewer structures.
- C. Work shall be performed at the locations shown on the Contract Drawings and where directed by the Engineer.
- D. Existing pipeline or structures damaged by the Contractor shall be replaced by him at his own expense in a manner approved by the Engineer.
- E. Work shall consist of removing, replacing and adjusting the masonry and castings of present structures, as required, to conform to newly proposed line and grade changes; to change in type of structure, or change in type of castings; all in accordance with these specifications and in close conformity with the lines and grades shown on the Drawings or established by the Engineer.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01300 - SUBMITTALS

- B. SECTION 02601 - DRAIN MANHOLES, FRAMES AND COVERS
- C. SECTION 02602 - SEWER MANHOLES, FRAMES AND COVERS
- D. SECTION 03300 - CAST-IN-PLACE CONCRETE
- E. SECTION 04200 - MASONRY WORK

PART 2 MATERIALS

2.01 GENERAL

- A. Brick masonry and cement concrete block or bricks for drop inlets, special modified drop inlets, catch basins, manholes or other related structures, where permitted or required for repair or construction shall be good sound, hard and uniformly burned, regular and uniform in shape and size, of compacted texture and satisfactory to the Engineer.
- B. Bricks and blocks that are broken, cracked or of improper size or quality, or unduly chipped or otherwise defective shall not be used in the work and shall be immediately removed from the site and satisfactory bricks substituted therefore.
- C. Samples of brick and blocks to be used in the work shall be submitted to the Engineer for approval before shipment. Bricks used in the work shall conform to the approved samples.

2.02 CONCRETE

- A. All cast in place concrete shall conform to the requirements of SECTION 03300 - CAST-IN-PLACE CONCRETE.

2.03 CEMENT CONCRETE BLOCKS

- A. Cement concrete blocks shall be machine made solid segments, conforming to the requirements for Concrete Masonry Units for Construction of Catch Basins and Manholes, ASTM-C139, supplemented by the following requirements:
 1. The blocks shall be 6 inches in width for basins and manholes of 9 feet or less in depth, 8 inches in width below a depth of 9 feet when used in structures having a depth greater than 9 feet.
 2. The permissible dimensional variation for nominal size shall be in accordance with ASTM-C139.
 3. For cylindrical structures, the inside and outside surfaces of the blocks shall be curved to the necessary radius and so designed that the interior surfaces of the structures shall be cylindrical, except the top batter courses which shall be designed to reduce uniformly the inside section of the structure to the required top size and shape.
 4. The blocks used in the top courses shall be designed to produce a surface 8 inches on width upon which to seat the frame and the curb inlet when one is used.
 5. Blocks shall be so designed that only full length units are required to lay any one Course.
 6. Blocks shall be sampled and tested in accordance with ASTM-C140. The minimum average compressive strength for 5 representative blocks shall be 3000 PSI. The minimum compressive strength for one individual block shall be 2500 PSI.

2.04 BRICK MASONRY

- A. Brick masonry shall conform to the requirements of SECTION 04200 - MASONRY WORK.

2.05 MORTAR

- A. Mortar shall be composed of Portland cement, hydrated lime, and sand, materials shall conform to the requirements of SECTION 04200 - MASONRY WORK.
- B. Hydrated lime shall be Type S conforming to the ASTM Standard Specification for Hydrated Lime for Masonry Purposes, Designation C207.

2.06 FRAMES, COVERS, GRATES, AND MANHOLE STEPS

- A. Frame covers and grates shall be all cast iron conforming to the Standard Details and Drawings. All shall be designed for highway loads.
- B. The castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sand holes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined at the foundry, before shipment to prevent rocking of covers in any orientation. Allowances shall be made in the patterns so that the thicknesses specified or shown shall not be reduced in obtaining finished surfaces.
- C. All castings shall be thoroughly cleaned and subject to a careful hammer inspection.
- D. Castings shall be at least Class 30 conforming to the ASTM Standard Specification for Gray Iron Castings, Designation A48. Casting shall not be acceptable if the actual weight is less than 95 percent of the theoretical weight computed from the dimensions as shown. The Contractor shall provide facilities for weighing castings in the presence of the Engineer or shall furnish invoices to the Engineer showing true weights certified by the supplier.
- E. Before being shipped from the foundry, castings shall be sand- blasted and given two coats of coal-tar-pitch varnish, applied in a satisfactory manner so as to make a smooth coating, tough, tenacious, and not brittle or with any tendency to scale off.
- F. Manhole rungs, where designated by Contract Drawings or as specified shall be 14" wide stainless steel or high density polyethylene. The portion of the legs to be embedded in the precast section shall have fins and be tapered to insure a secure bond.
- G. Manhole rungs shall be cast in place in the precast riser and cone sections during the manufacture of the sections. Precast sections having rungs which are grouted, mortared or driven in place shall not be accepted.

2.07 PRECAST SECTIONS

- A. Precast concrete barrel sections, cones, and bases shall conform to ASTM C478 except as may be otherwise shown on the Standard Details.
- B. Sections shall be steam cured and shall not be shipped until at least five days after having been cast.
- C. No more than two lift holes may be cast in each section.
- D. Acceptance of the sections will be on the basis of material tests and inspection of the completed product.
- E. The tops of the bases shall be suitably shaped, and connections shall be made with approved round rubber "O" - ring gaskets or flexible plastic gaskets.

- F. The round rubber "O" - ring gaskets shall conform to ASTM C443. The flexible plastic gasket shall conform to AASHTO M198. They shall be designed and manufactured so that the completed joint will withstand an internal hydrostatic pressure of excess of 13 psi for 10 minutes without showing any leakage by the gasket or displacement of it. The Contractor's supplier shall test the effectiveness of the joints against leakage. Such tests shall be made by an internal hydrostatic pressure against the joint of 13 PSI for 10 minutes. A complete set of records of the test shall be submitted to the Engineer.

PART 3 EXECUTION OF WORK

3.01 GENERAL

- A. Before initiation of any reconstruction work which requires interrupting the flow in an existing sewer, combined sewer, or storm drain, the Contractor shall provide for temporary flow of the sewage and/or drainage during the reconstruction operations. The procedure used to reroute the flow shall be subject to the approval of the Engineer, and the Contractor shall have suitable equipment on hand to perform all work as planned in a quick and efficient manner.
- B. When removing the existing structure, care shall be taken to remove only as much of the existing structure as is necessary to make the proper repairs.
- C. The Contractor shall have all possible preparatory work done and shall provide all labor, tools, material and equipment required to do the work in one continuous operation.
- D. The Contractor shall have no claim for additional compensation, by reason of delay or inconvenience, for adapting his operations to the needs of the public.

3.02 INTERFERENCE

- A. The Contractor shall develop a program for the construction and placing in service of the new works or the re-direction of existing works subject to any notes on the Contract Drawings and to the approval of the Engineer. All work involving cutting into and connecting to the existing facilities shall be planned so as to interfere with operation of the existing facilities for the shortest possible time and when the demands on the system best permit such interference even to the extent of working outside of normal working hours to meet these requirements.

3.03 MODIFICATION OF STRUCTURES

- A. When the line and/or grade of the structure require a change of 6 inches or less, the structure shall be adjusted to line and grade. The masonry shall be removed to such depth as directed by the Engineer and new masonry shall be constructed to conform to the proposed design.
- B. When the line and/or grade of the structure requires a change greater than 6 inches the structure shall be remodeled. The sloped masonry and the vertical masonry shall be removed to such depths as directed by the Engineer.
- C. When the failing condition of a structure requires its modification, the masonry shall be removed to such depth as directed by the Engineer and new masonry shall be constructed to conform to the proposed design.
- D. When the change in type of structure is required, as converting a basin to a manhole, the masonry shall be removed to such a depth as directed by the Engineer and new masonry shall be constructed to conform to the proposed design.

- E. A 6-inch compacted subbase, consisting of Type 3 sand and gravel shall be placed under the concrete foundations of structures which require complete removal and reconstruction.

3.04 CLEANING, CARE, AND RESTORATION

- A. All materials shall be removed from the catch basin sump and immediately disposed. Silt, sand, debris and all other materials shall be removed to the bottom of the sump to the satisfaction of the Engineer. It will not be necessary to provide a wash-clean sump but hosing or cleaning of the brick faces where necessary to determine the condition of the structure may be required by the Engineer. Rodding and flushing of existing lines will be required to ensure fully functional drain systems. Cleaning by hand may be required. Repairs shall be made as required by the Engineer.
- B. The structure shall be considered to be clean when the material remaining in the structure shall not be more than 2-inches in depth, if leveled, and when the outlet pipe has been rodded and flushed with water to ensure that all materials have been removed from within. In order to clean the outlet pipes of the modified catch basins, existing hoods will be removed and then replaced after the outlet pipes have been cleaned.
- C. The materials removed from the catch basins shall be transported immediately to the place of disposal. Materials removed on the site. No separate payment will be made for such disposal.
- D. During the cleaning operation, care shall be taken by the Contractor not to damage grates, frames, covers, hoods, the structure, or pipes. In case of damage caused by negligence of the Contractor, the damaged parts shall be satisfactorily repaired or replaced at the contractor's expense. The Contractor shall be responsible for the safe storage of all items removed and to be reset. Lost castings shall be replaced by the Contractor at no additional cost to the Owner.

3.05 NORMAL JOINT CONNECTIONS

- A. The Contractor shall make joint connections similar to those on the existing pipe or adaptable to such pipe unless specifically shown otherwise on the drawings or directed by the Engineer.

3.06 CONNECTION TO EXISTING STRUCTURES

- A. Piping to be connected to existing manholes or other similar structures where no stub or other opening has been provided shall be made through an opening of minimum diameter cut in the wall of the structure at the required elevation and location. All penetrations shall be made by core boring unless otherwise approved by the Engineer.
- B. The Contractor shall furnish and install a pipe stub, similar in material, joint detail and diameter to the pipe to be connected to the existing structure.
- C. The annular space outside of the pipe stub shall be filled and sealed with non-shrinking grout. The outer surface of the sealing mortar shall be given a coating of heavy bitumastic water-proofing compound of a type approved by the Engineer.
- D. The bench walls within the existing structure shall be altered as required to form a new flow channel from the new connection, as shown on the Drawings or directed by the Engineer. The new channels shall be built with a smooth and continuous radius as indicated on the Detail Drawing and approved by the Engineer.

3.07 CONNECTION TO EXISTING SEWERS

- A. Sewer connections to existing sewers and service connections constructed where there is no connection fitting or where the fitting has been damaged by or cannot be located by the Contractor shall be constructed of PVC.
- B. Existing sewers shall be tapped by saw cutting or machine specifically designed for such work. Tapping by use of hammer and chisel shall not be allowed except if specifically authorized in writing by the Engineer.
- C. Existing sewers shall be cleaned by rodding, flushing and/or derooting as required by the Engineer and shall include proper disposal of all material removed. Cleaning shall be performed by the contractor only after receiving written authorization from the Engineer.

3.08 MANHOLES INTERCEPTING EXISTING SEWERS

- A. Where indicated on the Contract Drawings or directed by the Engineer, a manhole shall be installed to connect the existing and new sewers. The existing pipe shall not be disturbed, damaged, or altered in any manner which may disrupt its normal operation.
- B. The manhole shall be constructed by one of the following methods:
 - 1. Installation of precast manhole with Kor-N-Seal boot connections and temporary bypass piping and couplings to be removed after all testing is completed. Include all temporary above ground bypassing of existing sewer flows to next available downstream manhole.
 - 2. The placement of a precast concrete base slab, of sufficient depth to accommodate a typical invert, beneath the existing pipe. The first barrel section shall be fitted with openings to allow the passage of the existing pipe or pipes and the connection of the new pipe or pipes.
 - 3. A cast in place concrete base section shall be formed around the existing pipe. The formed base section shall accommodate the installation of a typical invert and also accept the remainder of the manhole precast sections or formed sections.
 - 4. Methods other than the above must be approved in writing by the Engineer. All precast manhole sections, cast in place manholes, concrete formwork and appurtenances shall conform to the appropriate specification sections.
- C. The existing pipe shall not rest upon or support any manhole sections. The incoming existing pipe shall be saw cut and a flexible coupling (Dresser type 38, Clow type 248 or equal) installed at a distance as indicated by the Engineer.
- D. The annular space outside of the existing pipes shall be filled and sealed with non-shrinking grout. The outer surface of the sealing mortar shall be given a coating of heavy bitumastic waterproofing compound of a type approved by the Engineer.
- E. The flow shall be altered and a new channel built only after the activation of the new sewer as noted on the Drawings and upon approval by the Engineer. The new channel shall be built with a smooth and continuous radius.

3.09 LAYING BRICK AND BLOCKS

- A. Brick and concrete blocks shall be soaked in water before laying.

- B. All joints in brick structures shall be thoroughly flushed full of mortar and no joint on the inside face shall be greater than $\frac{1}{4}$ inch. After the bricks are laid, the joints shall be pointed on the inside.
- C. As brick walls are laid up, the outside of the structure shall be plastered with $\frac{1}{2}$ inch thick mortar coat. As circular concrete block walls are laid up the horizontal joints and keyways shall be flushed full with mortar. As rectangular blocks are laid up all horizontal and vertical joints shall be flushed full with mortar. Plastering of the outside of block structures will not be required.
- D. The joints in precast units shall be wetted and completely mortared immediately prior to setting a section.
- E. No structure shall be backfilled until all mortar has completely set. When the floors of structures are made of concrete sectional plates the opening in the floor shall be filled with brick chips and mortar, cement concrete, or left open, as directed.

3.10 PLACING CASTINGS

- A. Frame castings for basins, manholes and inlets shall be set in full mortar beds true to the lines and grades as directed.
- B. Where directed the castings shall be temporarily set as such grades also provide drainage during the construction.
- C. The castings of structures located within the pavement areas shall not be completely set to the established grade until the bottom course of pavement has been laid.
- D. The final setting of all other castings shall be performed at the proper stage of construction as directed.
- E. Cement concrete collars shall be placed around the castings after the final setting as shown on the plans and as directed.

3.11 DRAINAGE OR SEWERAGE STRUCTURES ABANDONED OR REMOVED

- A. The present castings shall be carefully removed. They shall be satisfactorily stored and protected until they are required for use or until they are removed from the project.
- B. Inlets and outlets of structures to be abandoned shall be plugged with brick masonry not less than 8 inches in thickness. Upper portions of the masonry shall be removed to a depth 3-feet below the finished grade at the location designated by the Engineer, and the structures shall be completely filled with selected excavated material placed in 6 inch layers and thoroughly compacted.
- C. The existing masonry of structures to be removed shall be completely removed.
- D. The cavity shall be completely filled with selected excavated materials placed in 6 inch layers and thoroughly compacted.

END OF SECTION

SECTION 02729

CLEANING OF DRAINS AND DISPOSAL OF MATERIALS

30.01	SCOPE OF WORK
30.02	RELATED WORK SPECIFIED ELSEWHERE
30.03	SAFETY
30.04	SUBMITTALS
30.05	HYDRAULICALLY PROPELLED EQUIPMENT
30.06	HIGH-VELOCITY JET (HYDROCLEANING) EQUIPMENT
30.07	MECHANICALLY POWERED EQUIPMENT
30.08	ROOT REMOVAL CHEMICAL TREATMENT
30.09	GREASE REMOVAL CHEMICAL TREATMENT
30.10	RUST BUILDUP REMOVAL
30.11	CLEANING
30.12	ROOT REMOVAL
30.13	GREASE REMOVAL
30.14	RUST BUILDUP REMOVAL
30.15	WATER SUPPLY
30.16	REMOVAL & DISPOSAL OF MATERIALS
30.17	FINAL ACCEPTANCE

30.01 SCOPE OF WORK:

- A. The scope of work shall include the cleaning of the existing drainage pipes, maintaining drainage flows, de-watering, cleaning of site, and protection of existing facilities. Drainage pipe cleaning for this project will be considered incidental to all work items and no additional payment shall be made unless specifically paid for separately.
- B. Chemical treatment and removal of roots and grease shall be paid for in addition to normal jet-mechanical removal means when required.
- C. Removal of heavy rust deposits in unlined cast iron pipes shall be paid for in addition to normal jet-mechanical removal means when required.
- D. The intent of cleaning of drains is to remove foreign materials from the lines and restore the drain to a minimum of 95% of the original carrying capacity and as required for proper internal inspection with closed circuit television equipment. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized.
- E. Cleaning of drains and disposal of materials applies to the cleaning of manhole-to-manhole drains or mains and lateral or building drains. Lateral drains shall be cleaned from the drainage mains and not back cleaned into buildings.
- F. There are pipe conditions such as broken pipe, heavy debris, and major blockages that would prevent cleaning from being accomplished or where additional damage

would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific drains. If in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

30.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01010 SUMMARY OF WORK
- B. SECTION 01300 SUBMITTALS
- C. SECTION 02995 MISCELLANEOUS WORK
- D. SECTION 02729 TELEVISION INSPECTION OF PIPE

30.03 SAFETY:

- A. Contractor is responsible for safety of personnel and public during Contract period.
- B. Provide all devices material and equipment necessary to assure safety and health of personnel and public.
- C. Comply with requirements of agencies having jurisdiction.
- D. Take precautions recommended by manufacturer and all other precautions necessary during handling of chemical grout, additives and treatment chemicals.
- E. Handling of chemicals done only by personnel trained and experienced with safe handling of chemicals involved.
- F. Chemical treatment material to be used in strict compliance with all applicable federal, state and local requirements relative to material type and usage thereof.

30.04 SUBMITTALS

- A. The contractor shall provide a written description of the means and methods to be utilized to clean the drains for approval by the engineer prior to commencing any cleaning operations.
- B. The contractor shall provide one (1) copy of the video inspection of the drain in digital format on DVD. The pre-rehabilitation portion of this inspection may be utilized to verify the cleanliness of the pipe.

30.05 HYDRAULICALLY PROPELLED EQUIPMENT

The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the drain. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If drain cleaning balls or other equipment that

cannot be collapsed are used, special precautions to prevent flooding of the drains and public or private property shall be taken.

30.06 HIGH-VELOCITY JET (HYDROCLEANING) EQUIPMENT

All high-velocity drain cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Drainage services shall be cleaned from the drainage main at the wye branch and not back cleaned into buildings. Equipment will utilize a piggyback style cleaning apparatus to guide a cleaning head from the drainage main into the service connection. The cleaning head may also include a camera to view the progress of the cleaning.

30.07 MECHANICALLY POWERED EQUIPMENT

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod or cable type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

30.08 ROOT REMOVAL CHEMICAL TREATMENT

A. Chemical Root Treatment Materials:

- kill
1. Active component for destroying roots to be non-systemic toxin, which will roots at low concentrations, but which will not permanently effect parts of the plant distant from the treated roots.
 2. Must be spontaneously detoxified by natural chemical or biochemical processes in a relatively short internal following its use.
 3. Shall not adversely affect the performance of wastewater treatment plants.
 4. Shall inhibit root cell growth on contact, but shall not be transported so as to damage other portions of the parent plant.

- 5. Shall bind firmly to the soil in the vicinity of openings in line joints so as to form a persistent chemical barrier suppressing growth of root tips.
- 6. To be sufficiently stable under conditions of use to provide protection for twelve months or longer, but shall be subject to decomposition in treatment plants without disturbing plant processes.
- 7. To improve transportation of the root control agent into root tissues, the the control agent shall contain emulsifiers to degrease pipe surfaces and remove fatty acids from root tissue and surfactants to convert an aqueous solution of the root control agent into a volatile foam.
- 8. Acceptable product as manufactured by RootX Root Control Corp, Salem, Oregon and be "RootX – Dichlobenil" or equal.

30.09 GREASE REMOVAL CHEMICAL TREATMENT

A. Chemical Grease Treatment Materials:

- 1. Active component for removing fats, oils and grease to be a fast acting emulsifier for use with jetting trucks.
- 2. Emulsifier shall be non-caustic and non-polluting. Contain no halogenated solvents like trichloroethylene or carbon tetrachloride, no inorganic residues and no corrosive chemicals. Shall be biodegradable and meet Resource Conservation and Recovery Act (RCRA) regulations for mixed wastes.
- 3. Shall not adversely affect the performance of wastewater treatment plants.
- 4. Shall breakdown fats, oil, grease and petroleum products without producing toxic flammable vapors.
- 5. To be sufficiently stable under conditions of use to provide protection for twelve months or longer, but shall be subject to decomposition in treatment plants without disturbing plant processes.
- 6. Acceptable product as manufactured by RootX Root Control Corp, Salem, Oregon and be "Grease-X" or equal.

30.10 RUST BUILDUP REMOVAL

- A. Rust removal deposits and buildup in unlined cast iron drainage mains shall be accomplished by the use of scrapers or chain flails which shall restore at least 95% of the diameter of the pipe without damage to the pipe walls.

30.11 CLEANING

- A. No sewage or solids removed from the drain manholes shall be dumped or pumped onto the streets or into ditches, catch basin or other drains or sewers. The Contractor shall legally dispose of all solids and semi-solids removed from the drains. A suitable weir, dam, or vacuum type induction system shall be constructed in the outfall pipe of the downstream manhole in such a manner that both solids and other material shall be trapped. As buildup in the downstream manhole develops, the Contractor shall cease operation and subsequently clean the debris from the manhole. The passing of material from one pipe section to the next will not be permitted. After each days work, the pavement and sidewalk shall be left in a clean and orderly condition.
- B. All necessary precautions shall be taken to control the flow and protect the drainage structures from damage during cleaning operations. Any damage, including broken frames and covers, due to negligence by the Contractor shall be repaired by the Contractor at the Contractor's expense. Cleaning shall include the removal of all roots, sand, gravel, grease, sludge and other debris.
- C. During drainage cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools that retard the flow in the drainage lines are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the drainage system. When possible, the flow of water in the drainage shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.
- D. The designated drain manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the drain lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

30.12 ROOT REMOVAL

- A. Partial root removal will be required in the pipes where root intrusion is a problem. Any roots, which could prevent the drain cleaning operations, passage of the TV cameras and rehabilitation process, shall be removed where possible or as specified.
- B. Roots removed by chemical treatment and by suitable mechanical cutting device shall utilize application equipment as recommended by chemical root treatment

manufacturer. Isolation of drain section for root treatment by suitable air-inflatable packers required.

After chemical root treatment, a minimum of eight weeks shall pass prior to any cleaning and rehabilitation. After a minimum eight week waiting period, any remaining roots and root masses are to be removed by suitable mechanical cutting devices.

Alternatively, if recommended by the manufacturer, roots may be jet-mechanically removed and treated within 1 hour of removal to be effective. The rehabilitation of the pipeline may then continue as specified.

30.13 GREASE REMOVAL

- A. Partial grease removal will be required in the pipes where grease is a problem. Any grease, which could prevent the drainage cleaning operations, passage of the TV cameras and rehabilitation process, shall be removed where possible or as specified.
- B. Grease removed by chemical treatment and by suitable mechanical cutting device shall utilize application equipment as recommended by chemical grease treatment manufacturer. Isolation of drain section for root treatment by suitable air-inflatable packers required.

After chemical treatment and suitable mechanical cutting device, the rehabilitation of the pipeline may then continue as specified.

30.14 RUST BUILDUP REMOVAL

- A. Rust removal deposits and buildup in unlined cast iron drainage pipes shall be accomplished by the use of scrapers or chain flails which shall restore at least 95% of the diameter of the pipe without damage to the pipe walls.

Multiple passes of the cleaning equipment may be required to remove the layers of rust buildup to prevent damage to the pipe.

30.15 WATER SUPPLY

- A. The Contractor may use water from the public supply for construction purposes without charge. The approval, assistance, and supervision of the Municipal Water Department shall be obtained prior to any such use. When hydrants are to be operated, the Contractor shall take precaution to prevent any damage to either the hydrant or the main. A proper hydrant wrench shall be used for opening and closing the hydrants. Any damage to any part of the water system resulting from misuse by the Contractor's employees or subcontractors shall be repaired at the Contractor's expense. The Contractor shall use water efficiently and avoid waste.
- B. If the Municipal water system is utilized in conjunction with hydraulic cleaning equipment, the supply lines from hydrants, or other sources, must be equipped with

a suitable backflow prevention device to ensure against cross contamination in the event that a negative (suction) head develops.

30.16 REMOVAL AND DISPOSAL OF MATERIALS

- A All sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells or damage pumping equipment, shall not be permitted.
- B. All material removed from drainage facilities is considered as unsuitable. It shall be delivered to a disposal site by the Contractor. The Contractor is responsible for securing an acceptable disposal location.
- C. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Owner. Owner can provide a location for dumpster.

30.17 FINAL ACCEPTANCE

Acceptance of drain line cleaning shall be made upon the successful completion of the television inspection and shall be adequate to identify all defects in the drain. If TV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the drain line until the cleaning is shown to be satisfactory.

END OF SECTION

SECTION 02731

HANDLING EXISTING FLOWS

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- 1.03 SUBMITTALS

PART 2 EXECUTION OF WORK

- 2.01 PLUGGING OR BLOCKING
- 2.02 PUMPING AND BYPASSING
- 2.03 FLOW CONTROL PRECAUTIONS

PART 1 GENERAL

1.01 SCOPE OF WORK:

- A. When sewer pipe depth of flow at the upstream manhole of the manhole section being worked on is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow as specified. Handling existing flows for this project will be considered incidental to all work items and no additional payment shall be made.
- B. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspection.

Maximum Depth of Flow

Television Inspection

6" - 10" Pipe

20% of pipe diameter

12" - 24" Pipe

25% of pipe diameter

- C. During any pipe lining process, the Contractor shall provide for the bypassing of sewage entering or passing through the pipe to be rehabilitated.
- D. During any manhole rehabilitation process, the Contractor shall provide for the bypassing of sewage entering or passing through the manhole to be rehabilitated when inverts are sealed or coated.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01010 SUMMARY OF WORK
- B. SECTION 01300 SUBMITTALS
- C. SECTION 02995 MISCELLANEOUS WORK

1.03 SUBMITTALS

The contractor shall provide a written description of the means and methods to be utilized to handle existing flows within the sewers for approval by the engineer prior to commencing any operations.

PART 2 EXECUTION OF WORK

2.01 PLUGGING OR BLOCKING

A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, testing and sealing operations, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

2.02 PUMPING AND BYPASSING

When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed" The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

2.03 FLOW CONTROL PRECAUTIONS

When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

END OF SECTION

SECTION 02910

ESTABLISHMENT OF GROWTH

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 LOAM BORROW
- 2.02 TOPSOIL
- 2.03 LIMESTONE
- 2.04 FERTILIZER
- 2.05 GRASS SEED
- 2.06 TREE PAINT
- 2.07 GENERAL PLANTING AND NURSERY STOCK

PART3 EXECUTION OF WORK

- 3.01 PLACING LOAM OF TOPSOIL
- 3.02 TOPSOIL REHANDLED AND SPREAD
- 3.03 PREPARATION OF AREAS ON WHICH LOAM OR TOPSOIL ARE TO BE PLACED
- 3.04 SURFACE DRAINAGE AND SEASONAL LIMITS
- 3.05 ROUGH FINISHED GRADE
- 3.06 APPLICATION OF LIMESTONE
- 3.07 APPLICATION OF FERTILIZER FOR GRASS
- 3.08 SEEDING GRASS
- 3.09 SEEDING GRASS BY SPRAY MACHINE
- 3.10 CARE DURING CONSTRUCTION
- 3.11 REFERTILIZATION AND APPLICATION OF FERTILIZER
- 3.12 PREPARATION FOR MULCHING
- 3.13 PLACING MULCH

PART 1 GENERAL

- 1.01 SCOPE OF WORK
 - A. The Contractor shall furnish all labor, materials, and equipment necessary to do all loaming and seeding and planting, as indicated on the Contract Drawings and as herein specified.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
 - A. SECTION 01300 – SUBMITTALS
 - B. DIVISION 2 – SITE WORK

PART 2 MATERIALS

2.01 LOAM BORROW

- A. Loam borrow shall consist of a fertile, friable, natural topsoil typical of the locality, without admixture of subsoil, refuse or other foreign materials, and shall be obtained from a well-drained site. It shall be such a mixture of sand, silt and clay particles as to exhibit sandy and clayey properties in and about equal proportions. It shall be reasonably free of stumps, roots, heavy or stiff clay, stones larger than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other litter.
- B. Prior to stripping, the loam shall have demonstrated by the occurrence upon it of healthy crops, grass or other vegetative growth that it is reasonably well drained and that it does not contain toxic amounts of either acid or alkaline elements.

2.02 TOPSOIL

- A. Topsoil shall consist of fertile, friable, natural topsoil, reasonably free of stumps, roots, stiff clay, stones larger than 1" diameter, noxious weeds, sticks, brush or other litter.
- B. Prior to stripping the topsoil from the construction project, it shall have demonstrated by the occurrence upon it of healthy crops, grass or other vegetative growth, that it is reasonably well drained and capable of supporting plant growth. Material classified as topsoil can only be obtained within the project limits.

2.03 LIMESTONE

- A. Limestone shall consist of pulverized limestone obtained by grinding either calcareous or dolomitic limestone so that 95% of the material will pass a no. 20 sieve and at least 50 % of the material will pass a No. 100 sieve. The limestone shall have a neutralizing value satisfactory to the Engineer.

2.04 FERTILIZER

- A. Fertilizer shall be complete starter fertilizer, at least 70 percent of the nitrogen of which is derived from natural organic sources of ureaform. It shall contain the following percentages by weight:

Nitrogen 15%	Phosphorous 15%	Potash 15%
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Fertilizer shall be delivered mixed as specified above, in standard size, unopened containers showing weight, analysis, and names of manufacturers. They shall be stored in a weatherproof storage place in such a manner that the fertilizer will be kept dry and its effectiveness shall not be impaired. Fertilizer shall be applied at a rate of 800 pounds per acre.

2.05 GRASS SEED

- A. Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed 1 percent by weight. The grass seed shall conform to the requirements of the following tables:

	<u>Proportion</u>	<u>Germination Minimum</u>	<u>Purity Minimum</u>
-Baron Kentucky Bluegrass	50%	85	98
-Creeping Red Fescue	20%	85	98
-Yorktown Rye	15%	90	98
-Jamestown Fescue	15%	90	98

- B. The mix shall be Loft Seed Company – Turf Supreme or approved equal.

2.06 TREE PAINT

- A. The paint furnished under this specification shall be suitable for application by brushing on sawed, cut or bruised surfaces of living trees, for the purpose of disinfection and protection of these surfaces.
- B. The new materials from which this paint is manufactured shall be as follows:
- 1) Asphalt: Shall conform to the requirements of AASHTO-M 18, Grade A.
 - 2) Creosote: Shall be a distillate of coal-gas tar or coke-oven tar.
 - 3) Fibrous magnesium silicate pigment: not less than 97% passing through #325 screen.

Composition:

Asphalt	40-70%
Creosote	20-30%
Fibrous Magnesium Silicate	10-15%
Volatile Thinner	0-15%

- C. The proportions of the various ingredients shall be chosen within the above limits to yield a paint of medium brushing consistency.

2.07 GENERAL PLANTING AND NURSERY STOCK

- A. Materials to be used in this work shall conform to “The American Standards of Nursery Stock” as sponsored by the American Association of Nurserymen, Inc. These standards shall determine all requirements of acceptable shrub and seeding nursery stock.
- B. All plants shall be packed so as to arrive at the delivery point in good growing conditions.
- C. Delivery of plants and seedlings shall be made to site, only according to the Contractor’s ability to handle and properly care for them.
- D. All nursery stock shall be grown at nurseries in the northern area of the United States.
- E. All nursery stock shall conform to the “American Standards for Nursery Stock” as sponsored by the American Association of Nurserymen, Inc., U.S. Patent Office A60.1-1969.
- F. All plants shall be fully representative of their normal species or varieties unless otherwise specified. All plants must have a good, healthy, well-formed upper growth; a fibrous compact root system; and must be free from disease, injurious insects, mechanical wounds either fresh or healed, broken branches, decay or any other defect; and shall be legible tagged with their proper names.
- G. All plant materials shall be dug with reasonable care and skill immediately previous to shipment. Special precautions shall be taken to avoid any unnecessary injury to or removal of fibrous roots. Each species or variety shall be handled and packed in the approved manner for that particular plant, having regard to the soil and climactic condition at the time and place of digging, transit and delivery, and to the time that will be consumed in transit. All precautions that are customary in good trade practice shall be taken to insure the arrival of the plants at the site of the project in good condition for successful growth.
- H. The roots of bare rooted material shall be carefully protected with wet straw, moss or other suitable material which will insure the arrival of the plants at the site of the work in good condition.
- I. The sizes of these trees shall be as called for on the plans and measurements shall be made by calipering at a point 12 inches above the collar.
- J. Non-flowering trees shall have been transplanted 3 times, the last transplanting within 2 years. With the exception of *Ulmus Americana*, they shall have a single straight leader not cut back. They shall have symmetrical development of strong, healthy branches beginning 5 feet to 6 feet from the ground; and below this point, the trunk shall be clean for street trees, although park trees will be permitted to branch lower.
- K. Flowering trees shall have been transplanted twice, the last transplanting within 2 years. The trunk shall be clean and straight up to the first branch, which shall be about 4 feet from the ground where directed. Flowering trees shall be balled and burlapped and kept moist for delivery.

- L. Deciduous shrubs shall be fully representative of their species and variety. They shall have been transplanted twice; the last transplanting within 2 years. They shall have 4 to 6 branches coming from the roots, and shall have a well-branched root system and shall be a good weight for the height specified.
- M. Evergreen shrubs shall have been transplanted 3 times, the last transplanting within 2 years. They shall have a good colored top growth and shall be balled and burlapped and kept moist for delivery. Pyramidal type evergreen trees shall have a spread equal to $\frac{3}{4}$ of their height.
- N. Evergreen shrubs shall have been transplanted twice and shall be of the size indicated on the plans and, except where noted, each clump shall have not less than 4 stems. Plants shall be balled and burlapped and kept moist for delivery.

PART 3 EXECUTION OF WORK

3.01 PLACING LOAM OR TOPSOIL

- A. The loam or the topsoil obtained from stacked piles shall be hauled, deposited and spread to the directed depths on the areas shown on the plans or designated by the Engineer. The loam or topsoil shall be spread to a depth of not less than 4 in. All grass and weed growth on the areas designated to be loamed, shall be cut to a maximum height of 2 inches before the loam is placed thereon. After the loam or topsoil has been spread, it shall be carefully prepared by spading or harrowing, and lumps, large stones, brush, roots, stumps, litter and other foreign material shall be removed from the loamed, topsoil or processed planting materials areas and disposed satisfactorily.
- B. The compaction shall be equivalent to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. The compaction may be obtained by rolling, dragging or any method that produces satisfactory results. All depressions caused by settlement or rolling shall be filled with additional materials and the surfaces shall be regraded and rolled until it presents a reasonably smooth and even finish and is up to the required grade.
- C. During hauling operations, the roadway surface shall be kept clean and any loam or other dirt which may be brought upon the surface shall be removed promptly and thoroughly before it becomes compacted by traffic. If necessary, the wheels of all vehicles used for hauling shall be cleaned frequently and kept clean to avoid bringing any dirt upon the surface. The Contractor shall take all reasonable precautions to avoid injury to existing or planted growth.

3.02 TOPSOIL REHANDLED AND SPREAD

- A. Topsoil which is obtained on the site, from piles of topsoil previously excavated and stacked and designated as topsoil to be re-handled and spread, shall be used as required, and as directed by the Engineer, on areas to be seeded. The topsoil must be approved

before it is spread and the Contractor will be required, without compensation, to take corrective action as directed, in order to make the topsoil suitable for its intended use.

- B. The Contractor is required to adjust the acidity by the addition of limestone as determined by testing as required and to apply the fertilizer as required.

3.03 PREPARATION OF AREAS ON WHICH LOAM OR TOPSOIL ARE TO BE PLACED

- A. The area upon which the above materials are to be placed shall be raked, harrowed or dragged to form a reasonably smooth surface, all stones larger than 2 inches, undesirable growth over 2 inches and debris shall be removed from the area and disposed of by the Contractor outside the location.
- B. When directed by the Engineer, additional suitable material shall be spread as required to repair gullies or depressions. The labor, equipment and materials necessary to place, compact and grade the additional material shall be paid for under the respective item from which the material is obtained.
- C. The Contractor shall not proceed with the work of seeding until permission of the Engineer has been obtained.
- D. Before the application of limestone, fertilizer and seed, the Contractor shall harrow or roto-till to a depth of 3 inches, when directed, all areas where loam or topsoil has been placed under a previous contract. When loam borrow is placed, or topsoil is re-handled and spread; and they are paid for under the respective items of a contract, they will not require harrowing or rototilling.
- E. The Contractor shall remove all debris and stones having any dimensions greater than 2 inches before the application of limestone, fertilizer and seed.

3.04 SURFACE DRAINAGE AND SEASONAL LIMITS

- A. The Contractor shall provide and maintain uniform grades, slopes, crowns and ditches on all excavations and fills to insure satisfactory drainage at all times during the construction period.
- B. The Contractor shall be responsible for protecting adjacent properties, completed work and work in progress from siltation and mud. Finished grades and surfaces for all work under this heading shall shed water to catch basins as per drawings.
- C. No fill material or topsoil shall be placed, spread or rolled during unfavorable weather conditions such as interruption by heavy rains. Fill operations shall not be resumed until approved by the Engineer.

3.05 ROUGH FINISHED GRADE

- A. Grading shall be accomplished as necessary to bring topsoil and sand surfaces to grades shown on the drawings or to prepare the subgrade to receive paving or construction as specified or shown on drawings.
- B. After completion of pavements and structures, surfaces of earth mounds and planting areas shall be rough finished graded and shaped by blading, dragging or other means. Surfaces shall be uniform and smooth, true to slopes and grades. Soils in plating areas shall be graded level with the edge of headerboards, pavement or walks. Particular attention shall be given to surface drainage around sump catch basins.
- C. The rough finished surface of the grading plane at any point shall not vary more than 0.10 feet above or below the grade indicated on the drawings.
- D. Upon completion of earthwork, the Contractor shall remove all surplus construction materials, earth and debris resulting from his work so that the entire job site is left in a neat and orderly condition.

3.06 APPLICATION OF LIMESTONE

- A. Limestone may be applied in dry form or hydraulically. Limestone where necessary shall be spread and thoroughly incorporated in the layer of loam or topsoil to adjust the acidity of the loam or topsoil. The rate of application of the limestone will vary up to a maximum of 1 pound per square yard depending on the results of laboratory tests performed by an independent professional testing laboratory acceptable to the Engineer, at the Contractor's own expense. The limestone shall be thoroughly incorporated into the layer of loam or topsoil and the upper 1-inch of the underlying subsoil by harrowing or other methods satisfactory to the Engineer so as to provide a layer of thoroughly mixed material for the seedbed.

3.07 APPLICATION OF FERTILIZER FOR GRASS

- A. Fertilizer may be applied in dry form or hydraulically. After the application in dry form or hydraulically and after the application of limestone, if found necessary, on the seed bed, starter fertilizer shall be spread on the top layer of loam or topsoil at the rate of 800 pounds per acre and worked into the seed bed. The full depth of loam or topsoil shall then be spaded or harrowed and graded to the required cross-section.

3.08 SEEDING GRASS

- A. After the loamed or topsoil areas have been prepared and treated as before described, grass seed conforming to the respective formulas before specified shall be carefully sown thereon at the rate of approximately 175 pounds per acre. Seeding shall be done in two directions at right angles to each other. Seeding on level areas and on slopes up to and including 4:1 slopes shall be done by means of an approved seeder that will seed and roll in one operation. On shoulders and other narrow areas, the seeding may be done longitudinally in one application.

3.09 SEEDING GRASS BY SPRAY MACHINE

- A. The spray machine will be restricted for use only on slopes steeper than 4:1. The application of limestone as necessary, fertilizer and grass seed may be accomplished in one operation by the use of limestone as necessary, fertilizer and grass seed may be accomplished in one operation by the use of an approved spraying machine. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The spraying equipment shall be so designed that when the solution is sprayed over an area the resulting deposits of limestone, fertilizer and grass seed shall be equal in quantity to those quantities specified before.
- B. A certified statement shall be furnished, prior to start of work, to the Engineer by the Contractor as to the number of pounds of limestone, fertilizer, and grass seed, per 100 gal. of water.
- C. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of the spray operation are unsatisfactory, the Contractor will be required to abandon this method and to apply the limestone, fertilizer and seed as before specified.

3.10 CARE DURING CONSTRUCTION

- A. The Contractor shall be responsible for the watering of all seeded and grassed areas which shall be kept moist. The Engineer's decision will prevail in the event a dispute develops with the Contractor as to whether or not the seeded and grassed areas are moist. Seeded areas on which growth has started shall be watered to a minimum depth of 2 inches to assure continuing growth. Watering shall be done in a manner which will provide uniform coverage, prevent erosion due to application of excessive quantities over small areas, and prevent damage to the finished surface by the watering equipment to apply one complete coverage to the seeded areas in an 8 hour period.
- B. If necessary, suitable signs and barricades of brush or other materials shall be placed to protect the seeded areas. After the grass has appeared, all areas and parts of areas which fail to show a uniform stand of grass, for any reason whatsoever, shall be reseeded and such areas and parts of areas shall be seeded repeatedly until all areas are covered with a satisfactory growth of grass.
- C. The Contractor shall care for all of the seeded areas until the work has been physically accepted, without compensation in addition to the amount regularly to be paid under this item as hereinafter provided. Care shall include all regrading, refertilizing, reseeding and mowing which may be necessary.
- D. Prior to the acceptance of the project the Contractor will be responsible for mowing the grass when necessary on all flat or rolling slopes from level to and including 4 to 1 slopes to a height of 3 inches when the grass has attained a height of eight inches. The grass on

all slopes steeper than 4 to 1 shall be cut when necessary to a height of 3 inches at such a time as a stable turf has been established in the Engineer's judgement.

3.11 REFERTILIZATION AND APPLICATION OF FERTILIZER

- A. This work shall be done in April, May, August or September. No permission will be granted to re-fertilize in months other than herein prescribed. Areas recently seeded shall be re-fertilized only after one season of growth of two months duration.
- B. The fertilizer shall have a composition of 10-10-10 and be applied at a rate of 500 pounds per acre. In addition, organic fertilizer derived from any commercial source shall be applied at the rate of 135 pounds of N per acre. Seed as before specified shall be included with the fertilizer at a rate of 10 pounds per acre.

3.12 PREPARATION FOR MULCHING

- A. The areas upon which mulch is to be spread shall be prepared by raking, harrowing or dragging to form a reasonably smooth surface. All stones larger than 2", undesirable growth over 2' in height and all debris shall be removed from the area and disposed by the Contractor in a satisfactory manner. The disposal area shall be outside the location limits of the project, when required by the Engineer and shall be responsibility of the Contractor.
- B. When required by the Engineer, the Contractor shall spread, compact and grade additional acceptable material to repair gullies or depressions. Such additional material shall be obtained from suitable excavation or furnished by the Contractor.

3.13 PLACING MULCH

- A. Hay mulch shall be loosely spread to a uniform depth over all areas designated on the plans, at the rate of 4 ½ tons per acre. Hay mulch may be applied by mechanical apparatus, if in the judgement of the Engineer the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80% of the hay or straw in lengths of 6" or more, otherwise it shall be spread by hand.
- B. Wood chip mulch and aged pine bark mulch shall be loosely spread to uniform depth over all acres designated on the plans, at the rate of 390 cubic yards per acre (approximately 3" in depth), or as otherwise directed.
- C. Wood chip mulch and aged pine bark mulch may be applied by mechanical means, except that if the equipment breaks the mulch into small pieces or changes its desired texture, as determined by the Engineer, it shall be spread by hand.

END OF SECTION

SECTION 02995

MISCELLANEOUS WORK

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL

PART 3 EXECUTION OF WORK

- 3.01 INCIDENTAL WORK
- 3.02 RESTORATION OF CROSS COUNTRY AREAS
- 3.03 PRECAUTIONS UNDER ELECTRIC LINES
- 3.04 PUBLIC SAFETY

PART 1 GENERAL

- 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to complete the miscellaneous work under this Section and as noted on the contract drawings.
- B. When applicable, the Contractor shall perform the work in accordance with other sections of this Specification. When no applicable Specification exists, the Contractor shall perform the work in accordance with the best modern practice and/or as directed by the Engineer.
- C. The work of this Section includes, but is not limited to, any incidental work not specifically identified elsewhere.

- 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. DIVISION 1 THROUGH 16 - As Appropriate

PART 2 MATERIALS

- 2.01 GENERAL

- A. The Contractor shall furnish all materials necessary to remove, replace, and restore the site or structures sufficiently and to the satisfaction of the Engineer.
- B. The materials provided by the Contractor shall meet all requirements as specified herein, of the applicable specification, or to the satisfaction of the Engineer.

- C. All material not furnished, in the opinion of the Engineer, in accordance with the Contract Drawings and Specifications shall be removed immediately. Suitable material, which is satisfactory, shall be furnished at no additional compensation to the Contractor.

PART 3 EXECUTION OF WORK

3.01 INCIDENTAL WORK

- A. The Contractor shall do all incidental work including all work listed under the miscellaneous work item 6B in section 01025 of the contract documents and not otherwise specified, but obviously necessary to the proper completion of the Contract as specified on the Contract Drawings.

3.02 RESTORATION OF CROSS COUNTRY AREAS

- A. The Contractor shall furnish all labor, materials, and equipment to restore all areas disturbed by his operations. The ground surface shall be loamed and seeded as specified in related sections. It shall be maintained as required until the site has been restored to the original condition.

3.03 PRECAUTIONS UNDER ELECTRIC LINES

- A. The bidders' attention is directed to the AASHTO Guide on Occupational Safety and the section on Highway Construction Projects, Subpart N, 1926.550 relating to construction equipment clearances at overhead electric lines. This guide states, "...the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 kV or below, and greater distances for higher voltage..."
- B. For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

3.04 PUBLIC SAFETY

- A. The Contractor shall furnish all labor, materials, tools, and equipment to provide public safety to vehicular and pedestrian traffic in the vicinity of the construction work. This includes all signs, barriers, warning lights, and any other controls deemed necessary by the Engineer.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE SIDEWALKS

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
1.02	RELATED WORK SPECIFIED ELSEWHERE

<u>PART 2</u>	<u>MATERIALS</u>
2.01	CEMENT
2.02	COARSE AGGREGATE
2.03	FINE AGGREGATE
2.04	WATER
2.05	ADMIXTURES
2.06	DESIGN
2.07	READY-MIX CONCRETE
2.08	INSERTS AND APPURTENANCES
2.09	REINFORCEMENT
2.10	FORMS
2.11	TIE RODS
2.12	FORM OIL
2.13	JOINT FILLER

<u>PART 3</u>	<u>EXECUTION OF WORK</u>
3.01	REINFORCEMENT
3.02	FORMS
3.03	PLACING CONCRETE
3.04	INSERTS AND APPURTENANCES
3.05	JOINTS
3.06	FINISHING CONCRETE
3.07	CURING
3.08	TESTS
3.09	EXPANSION AND CONSTRUCTION JOINTS

<u>PART 1</u>	<u>GENERAL</u>
1.01	SCOPE OF WORK
A.	The Contractor shall perform all concrete work, including installation of all embedded items as shown on the drawings. This requires the furnishing of all labor, equipment, materials, and services necessary for completion.
1.02	RELATED WORK SPECIFIED ELSEWHERE
A.	SECTION 01300 – SUBMITTALS
B.	SECTION 02224 – FILL AND BACKFILL MATERIALS

<u>PART 2</u>	<u>MATERIALS</u>
2.01	CEMENT
A.	Cement shall be an approved brand of domestic Portland cement Type II conforming to "Specification for Portland Cement" (ASTM C150), except where otherwise specified on

the plans. Type III shall be used only where specifically designated on the plans or by the Engineer.

2.02 COARSE AGGREGATE

- A. Coarse aggregate shall be hard, washed gravel or crushed stone conforming to "Specification for Concrete Aggregates" (ASTM C33). Use the largest size of aggregate which satisfies the requirements that it shall be no larger than one-fifth of the narrowest dimension between sides of forms of the member, nor larger than ¾ of the minimum clear space between reinforcing bars and forms. Upon request from the Engineer, the Contractor shall furnish for approval a standard sample of one cubic foot of coarse aggregate.

2.03 FINE AGGREGATE

- A. Fine aggregate shall be a well graded, natural, washed sand conforming to "Specification for Concrete Aggregates" (ASTM C33). Upon request from the Engineer, the Contractor shall furnish for approval a standard sample of one cubic foot of fine aggregate.

2.04 WATER

- A. Water shall be clean, fresh water, suitable for drinking and free from deleterious amounts of acids, alkalis, or organic materials.

2.05 ADMIXTURES

- A. Admixtures shall conform to "Specifications for Air-Entraining Admixtures for Concrete (ASTM C260). No other types of admixtures are allowed unless permission is granted by the Engineer.

2.06 DESIGN

- A. All concrete work shall conform to the "Building Code Requirements for Reinforced Concrete" (ACI 318).
- B. Quality and Proportion Requirements: The Contractor shall design the concrete mix in accordance with these specifications and the "Recommended Practice for Selecting Proportions for Concrete" (ACI 618), and shall submit the design and trial batch test results of the proposed mix design from a laboratory approved by ASTM or ACI to the Engineer for approval prior to construction. Test shall include strength, slump, percent air, weight per cubic foot, and yield.

	<u>Class A</u>	<u>Class B</u>
Minimum Cement Content 94 lb. sacks/cubic yd.	6 ½	5 ½
Maximum Water Cement Ratio (gal/sack)	5 ½	6 ½
	<u>Class A</u>	<u>Class B</u>
Minimum Strength-28 day Cylinder, psi	4,000	3,000

C. Air Entrainment:

Air Content \pm 1% (by vol.)	Maximum Agg. Size
6%	$\frac{3}{4}$ - 1"
5%	1 $\frac{1}{2}$ - 2"
4%	3"

D. Slumps as defined and determined by "Test for Slump of Portland Cement Concrete" (ASTM C143) shall not exceed 4 inches.

2.06 READY-MIX CONCRETE

A. The ready-mixed concrete manufacturer is to be approved by the Engineer. The concrete delivered to the job site must conform to "Specifications for Ready-Mixed Concrete" (ASTM C94). The Engineer shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed for this project.

B. Delivery of concrete to the site of the work shall be completed within $\frac{1}{2}$ hour after the introduction of the mixing water to the cement and aggregates, or the cement to the aggregate, unless otherwise authorized by the Engineer.

2.07 INSERTS AND APPURTENANCES

A. No items made of aluminum are allowed in the concrete, unless coated with a heavy coat of bitumastic paint approved by the Engineer.

B. Flexible waterstops shall be of the center bulb type complying with Corps of Engineers CRD-C582 for PVC units. Web thickness shall be not less than $\frac{3}{8}$ inch. Width shall be at least 6 inches.

2.08 REINFORCEMENT

A. Concrete reinforcement in sizes No. 3 ($\frac{3}{8}$ in.) and larger shall be deformed steel bars of the shapes and sizes indicated on the drawings. The steel shall be newly rolled stock, substantially free from mill scale, rust, dirt, grease, or other foreign matter. Bars shall be billet steel of intermediate grade conforming to ASTM Specifications for Billet-Steel Bars for Concrete Reinforcement, Designation A615.

B. Wire mesh shall be electrically welded wire fabric conforming to ASTM Specification A185 and shall be at the size and spacing indicated on the drawings.

C. Deformations on bars for concrete reinforcement shall conform to the ASTM Specifications for Minimum Requirements for the Deformations of Deformed Billet Steel Bars for Concrete Reinforcement, Designation A615.

2.09 FORMS

A. Plywood for formwork shall comply with U.S. Products Standard, PS-1, "B-B (Concrete Form) Plywood", Class 1, Exterior Grade or better and shall be mill-oiled and edge sealed. Each piece shall bear the legible trademark of an approved inspection agency.

B. Plywood forms to be re-used shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness, and smoothness of surface. Forms shall be cleaned and checked between each use. Any lumber which is split, warped, bulged, marred, or has defects that will produce work inferior to that resulting from using new material shall not be used.

- C. Prefabricated plastic, metal, or plywood form panels shall be used where required to form a smooth surface, and shall be as approved by the Engineer.

2.10 TIE RODS

- A. Tie rods or other means for holding forms shall be of a type acceptable to the Engineer. They shall be of such type as to leave no metal closer than two inches from the surface.

2.11 FORM OIL

- A. Forms shall be oiled with an approved non-bonding, non-staining oil or liquid form coating before reinforcement is placed.

2.12 JOINT FILLER

- A. Poured joint compound shall be bituminous rubber joint compound equal to Para-Plastic waterproof seal made by Servitized Products Corp., Chicago, Illinois; Carey Co., Inc., Cincinnati, Ohio, or equal. The compound shall be applied in accordance with the instructions of the manufacturer, using a suitable primer if necessary.

- B. Premolded mastic joint filler shall be of the thickness indicated on the drawings, shall be of suitable length and width, and shall conform to ASTM Specification D-544. As far as practicable, sheets shall be of correct width so that no longitudinal cutting will be required in the field. When strips are cut in the field, the cut surface shall be heavily coated with hot asphalt or shall be treated as recommended by the manufacturer.

- C. Bituminous coating shall be equal to Inertol Plastic (Black) made by the Inertol Div., Koppers Company, Carbomastic made by Carbolite Corp., or approved equal.

- D. Water-stops for construction and expansion joints shall be 6 inch rubber or plastic water stops of the flat dumbbell or corrugated type with a minimum web thickness of 3/8 inch.

- E. Rubber water-stops shall have the following physical characteristics:

Tensile strength, min. psi	3,000
Elongation at break, min. %	450
Specific gravity	1.15 ± 0.30

- F. Polyvinylchloride water-stops shall be of the types and sizes indicated on the drawings and shall conform to the Corps of Engineers Specification for Polyvinyl-chloride Waterstops, Designation CRD-C572-66.

PART 3 EXECUTION OF WORK

3.01 REINFORCEMENT

- A. Reinforcement shall be accurately formed to the dimensions indicated on the drawings. Stirrups and tie bars shall be bent around a pin having a diameter not less than six times the minimum thickness, except for bars larger than 1 inch in which case the bends shall be made around a pin of 8 bar diameters. All bars shall be bent cold.

- B. Bars shall be shipped to the work site with bars of the same size and shape fastened in bundles with securely wired-on metal identification tags giving size and mark.

- C. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt and other coatings, including ice, that reduce or destroy bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.
- D. Reinforcement shall be accurately positioned as indicated on the drawings, and secured against displacement by using annealed iron wire ties or suitable clips at intersections. Reinforcement shall be supported by concrete or metal supports, spacers, or hangers; wood blocks, stones, brick chips, etc., shall not be used.
- E. Reinforcement which is to be exposed for a considerable length of time after having been placed shall be painted with a heavy coat of cement if required by the Engineer.

3.02 FORMS

- A. Forms shall be accurately constructed in accordance with "Recommended Practice for Concrete Formwork" (ACI 347). They shall be substantial, tight, unyielding, and so maintained that the finished work which they confine will be as required by the plans and as specified. Wood forms shall be thoroughly wetted prior to placement so as to avoid absorption of water from the concrete mix.
- B. Forms shall not be disturbed until the concrete has adequately hardened. Shoring shall not be removed until the supported member has acquired sufficient strength to support its weight and the load upon it. Members subject to construction loads shall be adequately shored to support both the members and the construction loads in such a manner as will protect the members from damage. Removal of forms shall be accomplished in such a manner that will prevent injury to the concrete.
- C. Formwork may be removed after 72 hours, provided the concrete will not be injured. In no case shall supporting forms or shoring be removed until members have acquired sufficient strength to support their weight and imposed loads safely. When, in the opinion of the Engineer, conditions of the work or weather justify, forms may be required to remain in place for longer periods.

3.03 PLACING CONCRETE

- A. The Contractor shall notify the Engineer at least 24 hours prior to placement of any concrete.
- B. Concrete shall be handled from the mixer to the place of final deposit in a continuous manner that will prevent separation or loss of material, and as rapidly as practicable until the unit of operation is complete. Concrete which has reached an initial set or has contained water for more than one hour shall not be deposited in the work.
- C. Depositing of concrete shall be made as close as practicable to the final position so as to prevent segregation due to rehandling. Concrete shall be compacted immediately after placing by thoroughly agitating the mass in a manner which will force out all air pockets and work the mixture into the corners, around reinforcement and inserts, and prevent the formation of voids. Vibrators shall not be used for the purpose of moving concrete horizontally. Concrete trucks will not be permitted on existing foundations. No concrete shall be deposited in or under water without permission of the Engineer.
- D. Fresh concrete shall not be placed on concrete which has hardened sufficiently to cause formation of cold joints or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as provided for on the drawings or as approved by the Engineer. When work is resumed, concrete previously

placed shall be thoroughly cleaned of foreign materials and laitance, using a stiff wire brush or other tools, and a stream of water if necessary, and then slushed with grout consisting of 1 part Portland cement and 2 parts sand.

- E. Free drop of concrete for more than 5 feet will not be allowed. Where greater drops are required, a tremie shall be employed. Discharge of the tremie shall be controlled such that the concrete may not be effectively less than 12" in thickness with a minimum of lateral movement.
- F. Hot weather placement of concrete shall be in strict accordance with "Recommended Practice for Hot Weather Concreting" (ACI 605). Subgrades shall be kept moist in hot weather to prevent extraction of water from the concrete.
- G. Cold weather placement of concrete shall be in strict accordance with "Recommended Practice for Cold Weather Concreting" (ACI 306).

3.04 INSERTS AND APPURTENANCES

- A. All necessary curb boxes, hydrants, sign supports, inserts, and other appurtenances shall be set and adjusted in the forms accurately, true, plumb, and in a manner to prevent dislocation during concrete placement.

3.05 JOINTS

- A. Expansion and contraction control joints shall be as indicated on the drawings. Construction joints shall be keyed as shown in the drawings and placed as indicated therein or by the Engineer.
- B. All construction joints shall be treated with a retardant made by Sida Chemical Corporation, Euclid, Co., or equal, to expose aggregate and joints. Apply the retardant in strict accordance with the manufacturer's directions. Remove all unset mortar by wire brushing or with a water jet within the time limit specified by the manufacturer.
- C. Flexible rubber water-stops shall be installed in all construction joints and expansion joints where indicated. They shall be supported during concrete placement so as to maintain their proper position.

3.06 FINISHING CONCRETE

- A. The finish of all concrete surfaces shall be made in accordance with Mass Highway Specifications for sidewalk construction or as directed by the Engineer. The Engineer shall be the sole judge of acceptability of all such concrete finish work.

3.07 CURING

- A. Concrete shall be maintained in a continuously moist condition for at least seven (7) days following placement. Fresh concrete shall be protected from heavy rains, flowing water, freezing temperatures, and mechanical injury. All exposed surfaces of finished or unfinished work shall be kept constantly moist by sprinkling with clean water at short intervals (unless otherwise directed during cold weather) or by covering with moistened burlap, or by such other means as may be approved.
- B. Where wood forms are kept in place, these too shall be kept wet during the period of curing. The Contractor shall not permit walking upon or over the concrete until it has set for a sufficient length of time. The Contractor shall protect steel reinforcement, and protect the concrete from disturbances until the concrete has been satisfactorily cured.

3.08 TESTS

- A. When required by the Engineer, compression tests shall be made of cylinders cast from sample batches of each concrete mix design that the Engineer considers acceptable for approval. Results of these tests will determine criteria for judging the quality of concrete placed during construction. Three test cylinders will be required from each sample batch.
- B. As work progresses, concrete shall be sampled in accordance with "Sampling Fresh Concrete" (ASTM C172). Slump tests shall be made according to "Test for Slump of Portland Cement Concrete" (ASTM C143). Air content of concrete shall be tested according to "Test for Air Content of Freshly Mixed Concrete by the Pressure Method" (ASTM C231).
- C. Compression test specimens shall be made in the presence of the Engineer's representative and cured according to "Making and Curing Concrete Compression and Flexure Test Specimens in the Field" (ASTM C31).
- D. There shall be at least one set of three cylinders made for each type of concrete placed in one day. Additional cylinders shall be made and tested when deemed necessary by the Engineer. Tests shall be in accordance with "Test for Compressive Strength of Molded Concrete Cylinders" (ASTM C39).

3.09 EXPANSION AND CONSTRUCTION JOINTS

- A. Construction and expansion joints shall be of the types indicated on the drawings and shall be constructed wherever and only in such places as are indicated on the drawings or otherwise directed or approved. The Contractor shall plan the work to minimize the use of joints in addition to those indicated.
- B. Slabs shall have no horizontal joints, unless otherwise indicated. All construction joints shall have keyways the widths of which are equal to one-third the thickness of the member in which the keyways are placed.
- C. Concrete to be sealed with poured joint compound shall be clean and dry and, if required, shall be primed. The compound shall be carefully poured to prevent spilling the material over the adjoining surfaces. As the material cools and subsides, additional compound shall be poured until the joint is filled to the required level. Surfaces to which bituminous coating is to be applied shall be prepared and primed, and the coating material shall be applied in accordance with the instructions of the manufacturer.
- D. Mastic sheets shall be placed against the bulkhead form and lightly fastened with brads to the inside to hold the sheets in place when the concrete is poured. Ten penny galvanized nails shall be driven through the sheets with points projecting into the concrete placed against them. Care shall be taken at all times to prevent any disturbance of or damage to mastic sheets or rubber or plastic water-stops.

END OF SECTION

SECTION 03400

PRECAST CONCRETE STRUCTURES AND MANHOLES

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL
- 2.02 PRECAST MANHOLES
- 2.03 PRECAST STRUCTURES
- 2.04 BRICK MASONRY
- 2.05 GRANITE BLOCK MASONRY

PART 3 EXECUTION OF WORK

- 3.01 INSTALLATION
- 3.02 LEAKAGE TESTS
- 3.03 PIPE CONNECTIONS
- 3.04 INSPECTION

PART 1 GENERAL

- 1.01 SCOPE OF WORK
 - A. This section shall apply to all precast concrete work, including manholes, wetwells, vaults, pads, posts, and other items as shown on the Contract Drawings or as herein specified.
 - B. Manholes and structures shall be constructed at the location, to the elevations, and in accordance with notes and details shown on the Contract Drawings.
 - C. Manholes shall be as shown on the Contract Drawings and of the following type:
 - 1. Barrels and cone sections shall be precast reinforced concrete.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
 - A. SECTION 01300 – SUBMITTALS
 - B. SECTION 02224 – FILL AND BACKFILL MATERIALS
 - C. SECTION 03300 – CAST-IN-PLACE CONCRETE
 - D. SECTION 04200 – MASONRY WORK

PART 2 MATERIALS

- 2.01 GENERAL
 - A. Unless otherwise specified the concrete for precast sections shall conform to the requirements for 4000 psi concrete as a minimum.
 - B. Reinforcing steel for precast sections shall conform to the requirements of AASHTO, M55 (Welded Steel Wire Fabric) or ASTM Standard Specification A185.
- 2.02 PRECAST MANHOLES

- A. The following diameter manholes conforming to ASTM C478, shall be used with the appropriate size diameter pipe unless otherwise shown on the Contract Drawings:
 - 1. 4'- 0" diameter manhole with a 5 inch wall thickness (minimum) for 24" diameter pipe or less.
 - 2. 6' - 0" diameter manhole for greater than 24" diameter pipe up to and including 42" diameter pipe.
- B. Precast concrete barrel sections, cones, and bases shall conform to ASTM C478 except as may be otherwise shown on the Contract Drawings.
- C. Sections shall be steam cured and shall not be shipped until at least five days after having been cast.
- D. No more than two lift holes may be cast in each section. The Contractor shall apply a bitumastic coating to the exterior of all manholes.
- E. The minimum concrete strength shall be 4000 psi at 28 days.
- F. Base sections shall be monolithic to a point at least 6" above the crown of the incoming pipe, and shall be precast reinforced concrete.
- G. Horizontal joints between sections of precast concrete barrels shall be of a type approved by the Owner.
- H. Pipe to manhole joints shall be only as approved by the Engineer in accordance with the Contract Drawings.
- I. Cone top sections shall be eccentric.
- J. All precast sections and bases shall have the date of manufacture and the name or trademark of the manufacturer impressed or indelibly marked on the inside wall.
- K. All invert channels shall be formed of brick and mortar upon the base. All drop manhole invert channels shall be formed of granite block and mortar upon the base. The inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent to the centerline of adjoining pipes.
- L. In any approved manhole the structure shall be of such material and quality as to withstand loads of 8 tons (H-20 loading) plus the weight of the soil above without failure.
- M. The top 12" (max.) of the dome shall be built of brick or precast concrete rings for grade adjustments.
- N. The barrel shall not be less than 5 inches thick.
- O. Type II cement shall be used except as otherwise approved.
- P. Joints between the precast rings shall be flexible butyl, rubber sealant (ASTM C443), or round rubber "O" ring gaskets. They shall be designed and manufactured so that the completed joint will withstand an internal hydrostatic

pressure of 20 psi for 10 minutes without showing any leakage by the gasket or displacement of it.

- Q. Manhole steps shall be of 5/8" round stainless or forged aluminum alloy. Rungs shall be 14 inches wide, M.A. Industries type PS2-PFSL or approved equal. The portion of the legs to be embedded in the precast section shall have fins and be tapered to insure a secure bond. Alternative step designs shall be submitted to the Engineer for approval.
- R. Castings for manhole frames and covers shall be in accordance with **specifications for manhole frames and covers – Section 05540.**
- S. All manholes shall be given a bituminous coating to the outside walls.
- T. Watertight frames and covers shall be installed where indicated on the Plans. Watertight frames and covers shall be Lebaron Model LBW328, Campbell Model 1540, or equal.

2.03 PRECAST STRUCTURES

- A. Concrete for precast tank sections shall conform to ASTM C 478 except as may be otherwise shown on the Contract Drawings.
- B. The design loading for the tank shall conform to AASHO-HS20-44 with minimum wall thickness of 8 inches and minimum slab thickness of 12 inches.
- C. **The minimum concrete strength shall be 5000 psi at 28 days.**
- D. Steel reinforcement shall conform to ASTM-A-79, Grade 60, with 1 inch minimum cover.
- E. Construction joints shall be sealed with 1 inch diameter butyl rubber sealant (ASTM C 443 or equal). They shall be designed and manufactured so that the completed joint will withstand hydrostatic pressure of 20 psi for 10 minutes without showing any leakage by the gasket or displacement of it.
- F. Steps shall be of 5/8" round stainless or forged aluminum alloy. Rungs shall be 14 inch wide, M.A. Industries type PS2-PFSL or approved equal. The portion of the legs to be embedded in the precast section shall have fins and be tapered to insure a secure bond. Alternative step designs shall be submitted to the Engineer for approval.
- G. Castings for frames and covers shall be in accordance with specifications **for frames and covers – Section 05540.**
- H. Sections shall be steam cured and shall not be shipped until at least five days after having been cast.
- I. The tops of precast sections shall be suitably shaped by approved means to provide accurate connections between sections.
- J. Acceptance of the sections will be on the basis of inspection of the completed product.

- K. Manhole vaults shall be manufactured by Rotondo & Sons, Inc. Avon, Connecticut or American Precast Co., or equal.

2.04 BRICK MASONRY

- A. Brick masonry shall be as specified in related sections.
- B. The bricks shall be regular and uniform in shape and size, sound, hard and uniformly burned, of compact texture, and satisfactory to the Engineer. Underburned brick will not be acceptable and only whole brick shall be used unless otherwise permitted. Bricks rejected by the Engineer shall be immediately removed from the site and satisfactory bricks substituted therefor.

2.05 GRANITE BLOCK MASONRY

- A. Where identified on the Contract Drawings, invert channels shall be lined with granite block instead of brick. (Manhole shelves shall be brick.)
- B. Granite blocks shall be laid in a mortar bed with $\frac{1}{2}$ inch joints and shall be grouted.
- C. New granite blocks shall be of uniform size and within the tolerances specified below.
- D. Granite invert blocks shall be of hard and durable granite, light gray in color, free from seams which impair its structural integrity, and of smooth split character. Natural color variations characteristic of the deposit will be permitted.
- E. Granite invert blocks shall be 4 inch by 8 inch by 4 inch with the surface to be exposed flamed from a split surface and shall measure not more than 8 inches nor less than $7\frac{1}{2}$ inches in length and at least $3\frac{1}{2}$ inches but not more than 4 inches in width. The 4 inch nominal depth may vary between $3\frac{1}{2}$ inches and $4\frac{1}{2}$ inches.

PART 3 EXECUTION OF WORK

3.01 INSTALLATION

- A. Manholes and structures shall be constructed to the dimensions, locations, and elevations shown on the Drawings and as specified herein.
- B. The manholes and structures shall be placed on a thoroughly compacted Type 6 material. There shall be a base to the manholes as specified on the Contract Drawings. The excavation shall be properly dewatered while placing bedding material and setting the base.
- C. Set precast concrete base and sections so that the sections are vertical and in true alignment with a $\frac{1}{4}$ inch maximum tolerance allowed. Fill the outside and inside joint with a comparatively dry mortar (one part cement to two parts sand) and flush with adjoining surfaces. Backfill in a careful manner, and bring the fill up evenly on all sides. Compact backfill as specified on the Contract Drawings.
- D. Plug holes in the concrete sections made for handling or other purposes with a nonshrink grout in combination with concrete plugs.

- E. Where holes must be cut in the precast sections to accommodate pipes, do all cutting before setting them in place to prevent any subsequent jarring which may loosen the mortar joints.
- F. Waterproofing shall be applied to the exterior surfaces of the manholes and structures. The waterproofing material for precast manholes shall be Koppers Bitumastic 300M, Pittsburgh Coal-Cat, Tnemec 413 Tnemec Tar, or approved equal.
- G. A leakage test shall then be made as described below.

3.02 LEAKAGE TESTS

- A. Leakage tests shall be made and observed by the Engineer on each manhole or structure. The test shall be an exfiltration test made as described below for all manholes. All other precast vaults or pits shall meet the specified leakage requirements through similar exfiltration leakage testing or air testing.
- B. After the manhole has been assembled in place, all lifting holes and those exterior joints within 6 feet of the ground surface shall be filled and pointed with an approved nonshrinking mortar. The test shall be made prior to placing the shelf and invert and before filling and pointing the horizontal joints below the 6 foot depth line. If the groundwater table has been allowed to rise above the bottom of the manhole, it shall be lowered for the duration of the test. All pipes and other openings into the manhole shall be suitably plugged and the plugs braced to prevent blow out.
- C. The manhole shall then be filled with water to the top of the cone section. If the excavation has not been backfilled and observation indicates no visible leakage, that is, no water visibly moving down the surface of the manhole, the manhole may be considered to be satisfactorily water-tight. If the test as described above is unsatisfactory as determined by the Engineer or if the manhole excavation has been backfilled, the test shall be continued. A period of time may be permitted to allow for absorption. At the end of this period, the manhole shall be refilled to the top of the cone, if necessary, and the measuring time of at least 8 hours begun. At the end of the test period, the manhole shall be refilled to the top of the cone, measuring the volume of water added. This amount shall be extrapolated to a 24 hour rate and the leakage determined on the basis of depth. The leakage for each manhole shall not exceed 1 gallon per vertical foot for a 24 hour period. If the test fails this requirement, but the leakage does not exceed 3 gallons per vertical foot per day, repairs by approved methods may be made as directed by the Engineer to bring the leakage within the allowable rate of 1 gallon per vertical foot per day. Leakage due to a defective section of joint or exceeding the 3 gallon per vertical foot per day, shall be cause for the rejection of the manhole. It shall be the Contractor's responsibility to uncover the manhole as necessary and to disassemble, reconstruct, or replace it as directed by the Engineer. The manhole shall then be retested and, if satisfactory, interior joints shall be filled and pointed.
- D. The test may be conducted either before or after backfilling around the manhole. However, if the Contractor elects to backfill prior to testing for any reason, it shall be at his own risk and it shall be incumbent upon the Contractor to determine the reason for any failure of the test. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorption, etc., i.e., it will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete. Furthermore, the Contractor shall take all steps

necessary to assure the Engineer that the water table is below the bottom of the manhole throughout the test.

- E. An infiltration test may be conducted if the groundwater table is above the highest joint in the manhole, and if there is no leakage into the manhole as determined by the Engineer, such a test can be used to evaluate the water-tightness of the manhole. However, if the Engineer is not satisfied, the Contractor shall lower the water table and carry out the test as described hereinbefore.

3.03 PIPE CONNECTIONS

- A. The Contractor shall submit to the Engineer for approval the method of connecting pipes for each manhole or structure. Acceptable connections may be one or more of the following:
 1. A tapered opening into which the pipe is inserted shall have the angular space around the pipe filled with nonshrink, waterproof grout. Total thickness of concrete shall be 12 inches each side of the pipe.
 2. The "Lock Joint Flexible Manhole Sleeve" shall be cast in the precast manhole base.. The stainless steel strap, conforming to ASTM C923 and ASTM A167, shall be protected from corrosion with a bituminous coat.
 3. The "Kor-N-Seal" flexible sleeve connection shall be a rubber-like gasket in the precast manhole base. The rubber gasket shall be cast into a formed opening in the manhole.

3.04 INSPECTION

- A. The supplier of the precast products is responsible for conformance to all requirements of these specifications and ASTM C478.
- B. Quality of material and workmanship during manufacturing shall be documented. A complete set of tests and records shall be submitted to the Engineer.
- C. Inspection of the precast sections by the Engineer shall be made upon delivery to the site, and unacceptable products will be marked and removed from the job.
- D. Precast sections shall be subject to rejection due to failure to conform to any of the specification requirements. In addition, individual sections may be rejected because of any of the following:
 1. Fractures or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.
 2. Defects that indicate imperfect proportioning, mixing, or molding.
 3. Surface defects indicating honeycombed or open texture.
 4. Damage or cracked ends, where such damage would prevent making a satisfactory joint.
 5. Any continuous crack having a surface width of 0.01 in. or 0.3 mm or more and extending for a length of 12 inches. or 300 mm or more, regardless of position in the section wall.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 CEMENT GROUT
- 2.02 COMMERCIAL GROUT

PART 3 EXECUTION OF WORK

- 3.01 SURFACE PREPARATION
- 3.02 GROUTING OF EQUIPMENT

PART 1 GENERAL

- 1.01 SCOPE OF WORK
 - A. The Contractor shall furnish all labor, tools, and materials necessary to place grout where indicated on the Contract Drawings and as herein specified.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
 - A. SECTION 03300 – CAST IN PLACE CONCRETE
 - B. SECTION 03400 – PRECAST CONCRETE STRUCTURES AND MANHOLES
 - C. SECTION 02728 – MODIFICATION AND CONNECTIONS TO EXISTING STRUCTURES

PART 2 MATERIALS

- 2.01 CEMENT GROUT
 - A. Cement grout shall be composed of one part Portland cement and three parts masonry sand. Only sufficient water to make a workable mix shall be added to the grout.
- 2.02 COMMERCIAL GROUT
 - A. Commercial non-metallic grout shall be non-corrosive, non-shrinking grout consisting of silica sand, cement, shrinkage compensating agents, and plasticizing and water reducing agents.
 - B. Commercial metallic grout shall be non-corrosive, non-shrinking grout consisting of metallic aggregate, hardening and dispersing agents, binders, and oxidizing agents.

PART 3 EXECUTION OF WORK

- 3.01 SURFACE PREPARATION
 - A. The concrete surfaces shall be cleaned of all contamination and debris. The surface shall be chipped and roughened if any poor concrete is in evidence. Special care shall be taken with the grout in hot or cold weather to insure proper

setting and gain of strength. Grout shall be maintained at a temperature of about 60 to 80 degrees F., until the grout has set. Shields from the sun and hot winds shall be provided when required. For Portland cement grouts, following cleaning, the concrete shall be water saturated for a period of six (6) hours, the excess water then removed from the surface and non-absorbent edge forms erected. For acid proof grouts, surfaces must be dry.

3.02 GROUTING OF EQUIPMENT

- A. Commercial grout shall be used for grouting equipment. Grout shall be placed quickly and continuously, shall completely fill the space to be grouted, and be thoroughly compacted and free of air pockets. The grout may be poured in place, pressure grouted by gravity, or pumped. Whenever practical, grout shall be poured from one side only and made to flow across to the open side to avoid air entrapment.
- B. Metallic grout shall not be used where oxidation of metallic aggregate will discolor finished surfaces.

END OF SECTION

SECTION 04100

MORTAR

PART 1 GENERAL

- 1.01 CONTRACT DOCUMENTS
- 1.02 DESCRIPTION OF WORK
- 1.03 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 MORTAR MATERIALS

PART 3 EXECUTION OF WORK

- 3.01 MIXING

PART 1 GENERAL

1.01 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Contractor shall provide all necessary labor, tools, materials, and equipment as required for performing all operations relating to the placement of mortar as indicated on the Contract Drawings and as specified herein.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01300—SUBMITTALS
- B. SECTION 04200—UNIT MASONRY

PART 2 MATERIALS

2.01 MORTAR MATERIALS

- A. Portland cement shall conform to all the requirements of ASTM Designation C-150, Type I or II.
- B. Hydrated lime shall conform to all the requirements of ASTM Designation C-207, Type "S."
- C. Masonry cement shall conform to all the requirements of ASTM Specification C-91, Type II, and with the approval of the Engineer may be used in place of cement and lime mortar. Masonry cement shall be Louisville Cement Company brixment, Lehigh Masonry Cement, or equal. Any lime contained in masonry cement shall be Type "S" only.

- D. Sand shall be clean, hard siliceous, siliceous, in accordance with ASTM Specifications C-144, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>Natural Sand</u>	<u>Manufactured Sand</u>
No. 4	100	100
No. 8	95-100	95-100
No. 16	70-100	70-100
No. 30	40-75	40-75
No. 50	10-35	20-40
No. 100	2-15	10-25
No. 200		0-10

- E. Mortar specimens made with sand shall have compressive strength at 28 days of not less than 90 percent of the compressive strength of specimens made with Ottawa sand.
- F. Water shall be fresh, clean, and free from acids, alkali, sewage, organic materials, and other deleterious substances.
- G. Water repellants and other admixtures shall be used only where specified or with written approval of the Engineer. When used they shall be the product of a manufacturer who can demonstrate successful usage of his product for a period of not less than 3 years prior to being offered for the work and shall be used in strict accordance with the printed directions of the manufacturer.
- H. Coloring Pigments, if required, shall be alkali-resistant, non-staining, non-fading pigments, manufactured specifically for mortar coloring, subject to approval of the Engineer.
- I. Unless otherwise specified, or required by building codes, mortar shall conform to ASTM C-270, Type "N", composed, by volume of one part Portland cement, $\frac{1}{2}$ to $1\frac{1}{4}$ part hydrated lime, with sand not less than $2\frac{1}{4}$ nor more than 3 times the sum of volumes of cement and lime used. Alternate—1 part approved masonry cement, $2\frac{1}{4}$ to 3 parts sand.
- J. Where specifically shown or noted, or where required by building codes for the indicated construction mortar shall conform to ASTM C-270, Type "S", composed by volume of one part Portland cement, $\frac{1}{4}$ to $\frac{1}{2}$ part hydrated lime, with sand not less than $2\frac{1}{4}$ nor more than 3 times the sum of the volumes of cement and lime used. Alternate— $\frac{1}{2}$ part Portland cement, one part masonry cement; $3\frac{1}{2}$ to $4\frac{1}{2}$ parts sand.
- K. Fire wall mortar for fire walls shall be 3 parts sand, one part Portland cement, and 15 percent lime by cement volume, conforming to Underwriters Laboratories, Inc., requirements.
- L. Tuck pointing or prehydrated mortar of the same composition as the laying mortar shall be used as follows. Mix dry materials thoroughly; remix, adding only enough water to produce a damp workable mix which will retain shape when pressed into a ball; after one to two hours, add water as required for proper point consistency.

- M. Colored mortar shall be used only if required and will be specified under the specific wall construction elsewhere herein.

PART 3 **EXECUTION**

3.01 **MIXING**

- A. Mortar materials shall be measured by weight or by volume and the methods of measurement shall be such that the proportions can be controlled with an error not over 2 percent. One bag of Portland cement weighing not less than 94 pounds shall be considered as one cubic foot. Mortar shall be mixed in a mechanical batch mixer, not less than 3 minutes after all the materials are in the mixer. Hand mixing will be permitted for small batches provided the quantities of materials and water are accurately controlled and that the method of mixing is approved by the Engineer. Hand mixing for small batches shall be continued until the mortar is completely and uniformly mixed. Mortar shall be used within 30 minutes after it leaves the mixer and no retempering of mortar in which the cement has begun to set will be allowed.

END OF SECTION

SECTION 04200

MASONRY WORK

PART 1 GENERAL

- 1.01 SCOPE OF WORK
- 1.02 RELATED WORK SPECIFIED ELSEWHERE

PART 2 MATERIALS

- 2.01 GENERAL
- 2.02 PORTLAND CEMENT
- 2.03 ADMIXTURES
- 2.04 WATER
- 2.05 AGGREGATE
- 2.06 MORTAR MATERIALS
- 2.07 BRICK

PART 3 EXECUTION OF WORK

- 3.01 MIXING
- 3.02 TRIMMING AND CLEANING

PART 1 GENERAL

- 1.01 SCOPE OF WORK
 - A. The Contractor shall furnish all labor, materials, equipment and incidentals for performing all operations required for the masonry work as indicated on the Contract Drawings, as specified hereinafter, and as evidently necessary to complete the work.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
 - A. SECTION 01300 – SUBMITTALS
 - B. SECTION 02728 – MODIFICATION AND CONNECTIONS TO EXISTING STRUCTURES
 - C. SECTION 03300 – CAST-IN-PLACE CONCRETE
 - D. SECTION 03400 – PRECAST CONCRETE STRUCTURES AND MANHOLES

PART 2 MATERIALS

- 2.01 GENERAL

- A. All concrete shall be site-mixed or ready-mixed as produced by a plant acceptable to the Engineer. Class A and Class B concrete shall be used as indicated by contract drawings or specified herein.

2.02 PORTLAND CEMENT

- A. Portland cement shall be Type II and shall conform to ASTM Standard Specifications for Portland Cement, Designation C150-77.
- B. All cement shall be American made Portland Cement from a reputable manufacturer. Cement shall be supplied from one mill through the construction phase and shall be of uniform color.
- C. Cement shall be free from water-soluble salts or alkalis which may cause efflorescence on exposed surfaces. Cement shall be free from all lumps and from all partially or wholly set cement.
- D. High-early-strength cement may be used only with the permission of the Engineer, but no additional payment will be made to the Contractor for the use thereof. Such cement shall meet all specification of Type III cement.
- E. All cement used by the Contractor shall be subject to testing to determine compliance to specifications. The test methods shall conform to appropriate ASTM methods and specifications; however, the place, time, frequency and method of sampling shall be determined by the Engineer as applicable to site conditions and construction progress.

2.03 ADMIXTURES

- A. Admixtures acceptable to the Engineer shall be added to the concrete as shown by the Contract Drawings or specified herein so as to create air-entrained concrete.
- B. If admixtures are added to the concrete in solution form, the quantity of solution shall be considered in the computation of the water – cement ratio.
- C. Admixtures causing the accelerated setting of cement in concrete shall not be used in any class of concrete.
- D. The use of admixtures to concrete other than concrete exposed to the elements will not be permitted without the written consent of the Engineer.
- E. Combinations of types of cements, admixtures and concrete shall be clean, fresh and free from injurious materials such as oil, acid, alkali, organic matter or deleterious materials. Testing of water shall be in accordance with AASHTO T26.

2.04 WATER

- A. Water use in the mixture of cements, admixtures and concrete shall be clean, fresh and free from injurious materials such as oil, acid, alkali, organic matter or deleterious materials. Testing of water shall be in accordance with AASHO T26.

Water quality shall be within the following guidelines:

pH	3.0 – 11.7
Total Solids	
Organic	.01 % (Max)
Inorganic	.10 % (Max)
Sulphate	.05 % (Max)

2.05 AGGREGATE

- A. Fine Aggregate –

Fine aggregate for cement mortar shall be well graded and conform to the following sieve analysis:

Sieve Size	% Passing
3/8 "	100
# 4	95 – 100
# 16	55 – 80
# 50	10 – 25
# 100	2 – 8
# 200	0 – 2

- B. Coarse Aggregates

Course Aggregate for cement concrete shall consist of crushed rock or screened gravel and shall be composed essentially of clean, hard, strong and impermeable particles, resistant to wear and frost and free from deleterious amounts of organic matter, loam, clay, salts, mica and soft, thin, elongated, laminated or disintegrated stone, and it shall be inert to water and cement. Coarse aggregate shall consist of well graded gravel and crushed stone conforming to the ASTM Standard Specifications for Concrete Aggregates, Designation C33-77, and then conforming to the following detailed requirements.

NOMINAL SIZE

SIEVE SIZE	1 ½ inches	¾ inches	3/8 inches
1 ½ inch	90 – 100		
¾ inch	35 – 60	90 – 100	
½ inch	--	--	90 – 100
3/8 inch	10 – 25	20 – 50	30 – 70
# 4	0 – 5	0 – 10	0 – 15
# 8		0 – 5	0 – 5

2.06 MORTAR MATERIALS

- A. Portland cement shall conform to all the requirements of ASTM Designation C-150, Type II.
- B. Hydrated lime shall conform to all the requirements of ASTM Designation C-207, Type "S".
- C. Masonry cement shall conform to all the requirements of ASTM Specification C-91, Type II, and with the approval of the Engineer may be used in place of cement and lime mortar. Masonry cement shall be Louisville Cement Company brixment, Lehigh Masonry Cement, or equal. Any lime contained in masonry cement shall be Type "S" only.
- D. Sand shall be clean, hard siliceous, in accordance with ASTM Specification C-144, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

PERCENT PASSING

<u>Sieve Size</u>	<u>Natural Sand</u>	<u>Manufactured Sand</u>
No. 4	100	100
No. 8	95 – 100	95 – 100
No. 16	70 – 100	70 – 100
No. 30	40 – 75	40 – 75
No. 50	10 – 35	20 – 40
No. 100	2 – 15	10 – 25
No. 200	--	0 – 10

- E. Mortar specimens made with sand shall have compressive strength at 28 days of not less than 90 percent of the compressive strength of specimens made with Ottawa sand.
- F. Water repellents and other admixtures shall be used only where specified or with written approval of the Engineer. When used, they shall be the product of a manufacturer who can demonstrate successful usage of his product for a period of not less than 3 years prior to being offered for the work and shall be used in strict accordance with the printed directions of the manufacturer.

2.07 BRICK

- A. Clay brick shall conform to the requirements of AASHO-M91 with the following exceptions:
1. The size of brick furnished shall be 8 inches long by 3 $\frac{3}{4}$ inches wide by 2 $\frac{1}{4}$ inches deep.
 2. The average absorption of 5 representative samples shall not exceed 15 % and the absorption of any individual sample shall not exceed 17 $\frac{1}{2}$ %.
 3. The average compressive strength of 5 representative samples shall not be less than 3000 pounds per square inch and the compressive strength of any individual sample shall not be less than 2500 pounds per square inch.
- B. All bricks shall be good, sound, hard and uniformly burned. Under burned or salmon bricks shall not be acceptable. Broken or cracked bricks or bricks which are not regular and uniform in shape and size or otherwise unsatisfactory to the Engineer shall not be accepted. Bricks which are unsatisfactory to the Engineer shall be rejected and immediately removed from the site of the work by the Contractor and replaced with bricks satisfactory to the Engineer all at no additional compensation to the Contractor.
1. Bricks for the channels and shelves shall conform to ASTM C32 Grade specifications for Grade SS, Sewer Brick, except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
 2. Bricks for building up and leveling manhole and catch basin frames shall conform to ASTM C62.
- C. The Contractor shall furnish the Engineer with the Manufacturer's Certification that units supplied meet all AASHO and ASTM specifications. Verification by additional testing shall be conducted by the Contractor at no additional cost as deemed necessary by the Engineer.

PART 3 EXECUTION OF WORK

3.01 MIXING

- A. Mortar materials shall be measured by weight or by volume and the methods of measurement shall be such that the proportions can be controlled with an error not over 2 percent. One bag of Portland cement weighing not less than 94 pounds shall be considered as one cubic foot. Mortar shall be mixed in a mechanical batch mixer, not less than 3 minutes after all the materials are in the mixer. Hand mixing will be permitted for small batches provided the quantities of materials and water are accurately controlled and that the method of mixing is approved by the Engineer. Hand mixing for small batches shall be continued until the mortar is completely and uniformly mixed. Mortar

shall be used within 30 minutes after it leaves the mixer and no retampering of mortar in which the cement has begun to set will be allowed.

3.02 TRIMMING AND CLEANING

- A. Masonry shall be cleaned with trisodium phosphate and detergent, ½ cup of each to each gallon of water. Before cleaning, all dirt, excess loose mortar shall be scraped or brushed off and masonry saturated on with stiff brushes as required and rinsed off thoroughly with clean water until all mortar, dirt and cleaning solution are removed.
- B. As the cleaning progresses, all joints shall be examined for cracks, holes and imperfect pointing. Defective joints shall be cut out and repaired by tuck pointing.

END OF SECTION

SECTION 32310

CHAIN LINK FENCE & GATES

- 31.1 SCOPE OF WORK
- 31.2 RELATED WORK SPECIFIED ELSEWHERE
- 31.3 FENCE & FITTINGS
- 31.4 GATES
- 31.5 GALVANIZING AND COATINGS
- 31.6 FENCE & GATE

31.1 SCOPE OF WORK

- A. The Contractor shall furnish and install the chain link fences complete with all gates and appurtenances as indicated on the Contract Drawings and as herein specified.

31.2 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 01300—SUBMITTALS
- B. SITE WORK—AS APPROPRIATE
- C. SECTION 03300—CAST IN PLACE CONCRETE

31.3 FENCE & FITTINGS

- A. The fabric shall be woven in 2 inch mesh from No. 9 gage steel wire conforming to the Specifications for Zinc-Coated Steel Chain Link Fence Fabric (ASTM A392). The height of the fence fabric shall match the fence removed or as indicated on the Contract Drawings.
- B. Posts shall be made of steel pipe and shall have a 2 3/8 inch outside diameter and weigh 3.65 lb./ft per linear foot.
- C. Gate post for single-swing gates up to 6 feet and double-swing gate openings up to 13 feet shall be a 4 inch outside diameter and weigh 9.10 pounds per linear foot.
- D. Gate posts for double swing gate opening 13 ft. and up to and including 18 ft. shall be 6-5/8 in. Outside diameter steel shall not weigh less than 18.97 lbs./ft.
- E. Steel pipe posts shall be capped with caps of the manufacturer's standard material as approved.
- F. Top, center and bottom rails shall have a 1 1/4 inch outside diameter and weigh 2.27 pounds per linear foot.
- G. Fittings shall be wrought iron, malleable iron or pressed steel.
- H. Mesh shall be connected: to line posts with 6 ga. wire clips; to top, center and bottom rail with 9 ga. wire; to terminal corner and gate posts with 1/4" x 3/4 " tension bars tied with 11 ga., 1" wide steel bands and 3/8" diameter bolts and nuts; to tension wire with 11 ga. hog rings.
- I. Concrete bases for posts shall be 3000 psi concrete.

- J. When replacing a section of fence, the contractor shall install fencing of equivalent height, material and construction.

31.4 GATES

- A. The gates shall be single or double-leaf, swing gates as indicated on the drawings. They shall be of woven-wire mesh in suitable, amply braced frames. Hinges shall be of approved material and of ample strength. Rollers shall be located at the unsupported ends of gate openings larger than 8 feet. The gates shall be provided with suitable latches and provisions for locking, center bolts with center gate stop and automatic back stops to hold them in the open position.
- B. A heavy brass or bronze padlock with a shackle chain shall be furnished with each gate. The padlock shall be as manufactured by Yale & Towne, Corbin, or equal and shall have two keys. All gates shall be keyed the same.

31.5 GALVANIZING AND COATINGS

- A. All material used in the fence construction, except woven wire hereinbefore specified and aluminum shall be galvanized with a heavy coating (not less than 2 oz. per square foot of surface) of pure zinc spelter using the hot-dip process. The surface area of the tubular steel shall be of the area of both inside and outside surfaces.
- B. Where encountered in the field, coated or painted fencing to be removed and replaced shall be replaced with fencing that has an equivalent coating or paint.

31.6 FENCE AND GATE

- A. Drill holes for post footings in firm undisturbed or compacted soil. Holes shall have a diameter as specified hereinbefore. Excavate hole depths approximately 3" lower than post bottom with bottom of posts set not less than 36" below surface when in firm, undisturbed soil. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Embed in wall as indicated on plans.
- B. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
- C. Trowel finish tops of footings, and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keepers, stops, sleeves and other accessories into concrete as required.
- D. Leave approximately 2" between finish grade and bottom of fabric except where bottom of fabric extends to concrete. Pull fabric tight and ties to posts, rails and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

END OF SECTION

APPENDIX I



2022 00026059

Bk: 79702 Pg: 566 Doc: ORD
Page: 1 of 21 02/17/2022 10:53 AM



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
316-0797

MassDEP File #

eDEP Transaction #

Waltham
City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

1. From: Waltham
Conservation Commission

2. This issuance is for (check one):
a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:

a. First Name _____ b. Last Name _____
City of Waltham Engineering Department
c. Organization _____
119 School Street
d. Mailing Address _____
Waltham MA 02451
e. City/Town _____ f. State _____ g. Zip Code _____

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
City of Waltham
c. Organization _____
119 School Street
d. Mailing Address _____
Waltham MA 02451
e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

Lexington Street Waltham
a. Street Address _____ b. City/Town _____
None None
c. Assessors Map/Plat Number _____ d. Parcel/Lot Number _____

Latitude and Longitude, if known: 42d23m32s 71d14m15s
d. Latitude _____ e. Longitude _____

#473 Lexington St
Book 36794 / Page 257

#475 Lexington St
Book 72389 / Page 162



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 316-0797
 MassDEP File # _____
 eDEP Transaction # _____
 Waltham
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 Middlesex South
 a. County _____ b. Certificate Number (if registered land) _____
 N/A _____ N/A _____
 c. Book _____ d. Page _____

7. Dates: 12/1/2021 1/6/2022 1/18/2022
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
 City of Waltham, Massachusetts Chester Brook Drain Replacement
 a. Plan Title _____
 GCG Associates _____ Michael Carter _____
 b. Prepared By c. Signed and Stamped by
 12/23/2021 _____ 1"=20' _____
 d. Final Revision Date e. Scale

f. Additional Plan or Document Title _____ g. Date _____

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

a. Public Water Supply b. Land Containing Shellfish c. Prevention of Pollution
 d. Private Water Supply e. Fisheries f. Protection of Wildlife Habitat
 g. Groundwater Supply h. Storm Damage Prevention i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

316-0797

MassDEP File #

eDEP Transaction #

Waltham

City/Town

B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>10</u> a. linear feet	<u>10</u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>35</u> a. square feet	<u>35</u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	<u>2000</u> a. total sq. feet	<u>2000</u> b. total sq. feet		
Sq ft within 100 ft	<u>1000</u> c. square feet	<u>1000</u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u>1000</u> g. square feet	<u>1000</u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
316-0797
MassDEP File #

eDEP Transaction #
Waltham
City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____	_____
	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____	_____
	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____	_____		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	_____	_____	_____	_____
	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 316-0797
 MassDEP File # _____
 eDEP Transaction # _____
 Waltham
 City/Town

B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:
 a. square feet of BVW _____ b. square feet of salt marsh _____
24. Stream Crossing(s):
 a. number of new stream crossings _____ b. number of replacement stream crossings _____

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

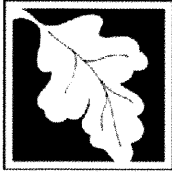
Provided by MassDEP:
316-0797
MassDEP File#

eDEP Transaction #
Waltham
City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 316-0797 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

316-0797

MassDEP File #

eDEP Transaction #

Waltham

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
- (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
316-0797
MassDEP File #

eDEP Transaction #
Waltham
City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

316-0797

MassDEP File #

eDEP Transaction #

Waltham

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

see attached Special Order of Conditions

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 316-0797
 MassDEP File # _____
 eDEP Transaction # _____
 Waltham
 City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The _____ hereby finds (check one that applies):

Conservation Commission

- a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 316-0797
 MassDEP File #

eDEP Transaction #
 Waltham
 City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

1/13/2022
 1. Date of Issuance
4
 2. Number of Signers

<u>Philip Moser</u> Signature	Philip Moser, Chair Printed Name
<u>William Doyle</u> Signature	William Doyle, Vice Chair Printed Name
<u>Gerard Dufromont</u> Signature	Gerard Dufromont Printed Name
<u>Bradley Baker</u> Signature	Bradley Baker Printed Name
<u>Michael Donovan</u> Signature	Michael Donovan Printed Name
_____ Signature	Matthew Deveaux Printed Name
_____ Signature	_____ Printed Name
_____ Signature	_____ Printed Name

by hand delivery on
 Date 1/13/2022

by certified mail, return receipt requested, on
 Date _____



**Waltham Conservation Commission
119 School Street
Waltham, MA 02451-4596**

**SPECIAL ORDER OF CONDITIONS (v1.3)
AS ISSUED BY THE WALTHAM CONSERVATION COMMISSION**

DEP File Number: 316-0797

Applicant: City of Waltham Engineering Department

Location: Lexington Street (Chester Brook Drain Line Replacement Project – Lexington Outlet)

Date of Issuance: January 18, 2022

Violation of any condition stated herein may result in Enforcement Action.

21. RECORDING AND ADMINISTRATION

A. Prior to any work on the site, or within six (6) weeks of the date of this Order, whichever comes first, this Order of Conditions and relevant attachments shall be recorded at the Middlesex Registry of Deeds or Land Court, and notice filed with the Commission, pursuant to General Condition 9. Failure to do so shall be deemed cause to revoke this Order.

B. In advance of any work on this project, the applicant shall notify the Commission, and at the request of the Commission, shall arrange an on-site conference among the Commission, the contractor, and the applicant to ensure that all of the conditions of this Order are understood. For project located within the Cambridge surface water supply watershed, the applicant shall also notify Cambridge Water Department.

C. This Order shall be made a part of all contracts and subcontracts dealing with the work proposed, and shall supersede all other conflicting contract requirements. Except where modified by the following Conditions, all work shall be performed in accordance with the plans and the Notice of Intent. Where a conflict exists between the referenced plans and these Conditions, the Conditions will govern.

D. This Order shall apply to and be binding upon the applicant, its employees, and all successors and assigns in interest or control.

E. Prior to any work being done on the project site, the applicant shall inform the Waltham Conservation Commission in writing of the names, email and mailing addresses, and business and mobile phone numbers of both the project supervisor who will be responsible for ensuring on-site compliance with this order and his/her alternate. The applicant shall also notify the Commission in writing of any changes in this information.

F. Any errors found in the plans or information submitted by the applicant shall be considered as changes, and the procedures outlined in General Condition 14 shall be followed.

G. In conjunction with the sale of any portion of the site covered by this Order of Conditions, the applicant shall submit to the Commission a signed statement by the buyer that he/she is aware of outstanding Orders of Conditions.

H. The Commission may authorize its designated agent to act on its behalf in determining compliance.

I. Special Conditions 25A through 25K shall apply in perpetuity and shall not expire with the issuance of a Certificate of Compliance for this project.

22. PRIOR TO COMMENCEMENT OF WORK

The following conditions, in addition to 21A, 21B, 21C, and 21E, are requirements prior to the commencement of work:

A. Prior to any work on site, the wetland resource area delineation, limit of work delineation, tree protection measures, and erosion controls shall all be in place. The applicant shall notify the Conservation Commission when all of these controls are in place, and, if requested by the Commission, shall arrange an on-site conference among the Commission, the contractor, and the applicant to review same. For project located within the Cambridge surface water supply watershed, the applicant shall also notify Cambridge Water Department.

B. The wetland resource areas and proposed limit of work shall be clearly marked with stakes, flags or fencing. Such markers will be maintained until all construction on the site's perimeter is complete. All workers shall be informed that no construction activity is to occur beyond this line at any time.

C. The applicant shall preserve and protect all sizeable (DBH of 6 in. or greater) trees, including root systems, that are located in whole or in part within resource areas, 100 ft. buffer zones, or 200 ft. riparian zones, during the demolition and construction phases of this project, except where one or both of the following exceptions are met:

i. Explicit permission has been granted by the Conversation Commission to remove such trees.

ii. The entire tree including root systems is outside the limit of work and therefore already protected by the limit-of-work stakes, flags, or fencing.

At sizeable trees that are to be preserved and protected, strap boards around the trunk from ground level to a height of at least 8 feet. Install fencing below the perimeter of the crown of the tree, or a distance of at least 18 in. from the trunk for each inch of trunk diameter, whichever is greater, to prevent damage to the roots or compaction of soil around the roots. Such measures shall be maintained until all construction, earthwork, and grading is complete, and then shall be removed and legally disposed of off-site. Trees that are scheduled and approved for removal shall be cut off near ground level; no removal of stumps or roots shall occur without written approval of the Conservation Commission.

D. Erosion controls as shown on the approved plans and described herein shall be installed.

i. Perimeter protection consisting of an erosion control barrier of a filter fabric fence backed by a row of double-staked straw bales (not hay), straw wattles, filter socks, or other approved perimeter protection described in the NOI and shown in the referenced plans, shall be placed between all construction activities and wetland areas or rivers, in accordance with Erosion and Sedimentation Guidelines for Urban and Suburban Areas, Mass. DEP, March 1997 or current version. Silt fencing (if proposed) shall be entrenched 4 in. into the ground and double staked.

ii. Stormwater catch basins located adjacent to the site that may receive stormwater runoff from the site shall be protected. These protections shall be installed in accordance with the plans approved by this Order and/or per the direction of the Waltham Conservation Commission. Silt sacks (not filter fabric) installed and properly maintained generally meet this requirement. Where curb inlets are present, curb inlet filters shall also be provided. Silt sacks, if required for the project, shall be emptied at least once every two weeks and whenever silt and debris have collected to a level that is affecting the functionality of the silt sack and/or catch basins. Silt sacks shall be maintained in good working order and must be repaired or replaced when damaged.

iii. The applicant shall regularly clean the closest catch basins in every direction of the construction site, and regularly clean the city streets between the site and said catch basins, for the duration of construction.

iv. Upon completion of the project, the applicant shall remove and legally dispose of off-site all temporary erosion controls and other materials determined to be detrimental to the resource areas if left in place permanently.

E. The applicant shall have on hand at the start of any soil disturbance, removal or stockpiling, a minimum of 20% additional straw bales, straw wattles, filter socks, silt fencing, or other approved perimeter protection system, in good condition, and sufficient stakes for installation. Said items shall be used only for the control of emergency erosion problems and shall not be used for the normal control of erosion described in Condition "D".

23. DURING WORK

A. Accepted engineering and construction standards and procedures for protection of the resource area shall be followed in the completion of this project.

B. A copy of this Order of Conditions, all construction plans, and wetland replication plans if applicable, shall be maintained on site for the duration of any site work and made available to any person doing work on the site.

C. Site grading and construction shall be scheduled to avoid periods of high water. Once begun, grading and construction shall move uninterrupted to completion to avoid erosion and sedimentation of wetlands.

D. Any dewatering or drawdown activities on the project shall not directly discharge into a resource area or as surface flow. All discharges, including those to a storm drainage system, shall make use of a sedimentation tank or similar device to remove sediment before the water is released.

E. As soon as possible during construction, all disturbed areas in the resource area, 100 ft. buffer zone, or 200 ft. riparian zone shall be brought to final finished grade and stabilized permanently against erosion. This shall be done either by sodding, or by loaming, seeding, and mulching according to Natural Resources Conservation Service (formerly USDA) Soil Conservation Service Guidelines. If the latter course is chosen, stabilization will

be considered completed once the surface shows complete vegetative cover. Bare, graded ground that cannot be permanently stabilized within thirty (30) days shall be stabilized by temporary measures. Stockpiled ground shall be stabilized as described in Condition 23.G below.

F. No earthen embankment in the resource area, 100 ft. buffer zone, or 200 ft. riparian zone shall have a post-construction slope steeper than 2:1 unless engineered slope stabilization is provided.

G. There shall be no stockpiling of soil, sand, or similar unconsolidated material within the resource area, 100 ft. buffer zone, or 200 ft. riparian zone, unless otherwise authorized by these Conditions or by the Waltham Conservation Commission. Any stockpile of soil, sand, or similar materials that is permitted within said areas must be enclosed within a line of entrenched and staked erosion control socks or silt fence in addition to the perimeter erosion controls for the site. In the event that all earthwork ceases for more than 15 days or if inclement weather is imminent, all exposed stockpiled soils must be stabilized with a temporary vegetative cover, tarp, or other erosion control acceptable to the Waltham Conservation Commission.

H. There shall be no discharge or spillage of fuel, oil, or other pollutants (including but not limited to: paint stripper, soap, detergent, other cleaning chemicals, industrial solvents, strong acids and bases, etc.) into any resource area, 100 ft. buffer zone, or 200 ft. riparian zone. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. No fueling or maintenance of vehicles shall be allowed within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone, unless otherwise authorized by the Conditions or the Waltham Conservation Commission.

I. No plants, shrubs, or trees listed on the latest Massachusetts Department of Agricultural Resources Prohibited Plant List (invasive species) may be brought onto or planted anywhere on the property. (Plant List is available at <http://www.mass.gov/eea/agencies/agr/farm-products/plants/massachusetts-prohibited-plant-list.html>).

J. Planting within the resource area, 100 ft. buffer zone, and 200 ft. riparian zone shall be limited to species that are native to Massachusetts.

24. POST CONSTRUCTION

Upon completion of construction and final soil stabilization, the Applicant shall submit the following to the Waltham Conservation Commission to request a Certificate of Compliance (COC):

A. A completed Request for Certificate of Compliance – WPA Form 8A;

B. In the case of commercial and multi-family residential projects, and all projects that involve re-grading inside a flood zone or flood plain: an as-built plan (including grading) and a signed letter from a licensed professional certifying that the work has been completed in substantial compliance with the approved plans and the Order of Conditions.

25. UPON COMPLETION OF WORK - CONDITIONS IN PERPETUITY

The following Conditions are ongoing and do not expire with the expiration of the Order of Conditions or the issuance or a Certificate of Compliance.

A. No underground storage of fuel oil or other petroleum products shall be allowed within the resource area, 100 ft. buffer zone, or 200 ft. riparian zone. There shall be no storage of petroleum products within the resource

area, 100 ft. buffer zone, or 200 ft. riparian zone on the site at any time, except to the extent reasonably necessary for the ordinary uses of the occupants and maintenance staff of the property (e.g., re-fueling landscaping and snow removal equipment for use on the property, and the fuel and oil contained within vehicles). For single family homes, this restriction limits quantities to those commensurate with maintaining a single family home.

B. Fertilizer, pesticides, and herbicides shall not be used within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone, except where herbicides or pesticides are used in a limited application to target invasive species where specifically approved by the Conservation Commission. For the duration of each landscaping season, signs of a minimum of two square feet that are reasonably legible and that state such restriction, shall be posted and maintained at all landscaper access points to all landscaped areas that occur in the above-mentioned areas, on all except single-family residential properties.

C. Salt and other chemical de-icing shall not be used within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone. For the duration of each snow removal season, signs of a minimum of two square feet that are reasonably legible and that state such restriction shall be posted and maintained at all vehicle entrances to the above mentioned area on all except single-family residential properties.

D. Sand used for winter traction in paved areas shall be removed periodically during the winter and by May 1st of each year. Records of cleaning shall be maintained on site.

E. There shall be no discharge or spillage of fuel, oil, or other pollutants (including but not limited to: paint stripper, soap or detergent, other cleaning chemicals, industrial solvents, strong acids and bases, etc.) into any resource area, 100 ft. buffer zone, or 200 ft. riparian zone. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. No fueling or maintenance of vehicles shall be allowed within a resource area, 100 ft. buffer zone, or 200 ft. riparian zone unless otherwise authorized by the Conditions or the Waltham Conservation Commission.

F. The storm drainage system shall be equipped with gas and oil traps.

G. Following the completion of construction and grading, all exposed soils within the resource area(s), 100 ft. buffer zone, and 200 ft. riparian zone must be adequately stabilized and maintained in a stable condition. Gradients of 3 units horizontal to 1 unit vertical or steeper must be stabilized with a permanent vegetative cover, unless engineered slope stabilization is provided. Bark mulch or wood mulch may in appropriate circumstances (e.g., those not subjected to erosion from concentrated flow) be used to provide adequate stabilization on slopes with a gradient less than 3:1.

H. All stormwater infrastructure, green infrastructure, and infiltration devices must be maintained per manufacturer specifications and an approved Operations and Maintenance plan, or Long-Term Pollution Protection Plan. The plan shall include inspection by the applicant no less than once every six months, and cleaning and maintenance as needed based on inspection. The approved Operations and Maintenance Plan shall be included in the Order of Conditions recorded at the Registry of Deeds. Records of said inspection and cleaning shall be maintained on site and made available to the Commission upon request.

I. Any fencing within a resource area shall have a continuous gap, interrupted only at main support posts, between the bottom of the fence and the ground. The bottom edge shall be free of sharp edges and sharp protrusions. The gap shall be at least 6 in., except where a hazard to small children (e.g., falling or drowning hazard) exists on the other side of the fence, in which case the gap shall be at least 4 in.

J. Any plantings within a resource area, 100 ft. buffer zones, or 200 ft. riparian zones, or as part of any mitigation plan, shall be maintained and successfully established, and the planting area shall be kept free of invasive plant species. Replanting shall be provided in case of significant failure, defined as greater than 25% mortality of any strata.

K. Sealers containing coal tar pitch shall not be used in maintenance of asphalt pavement. Asphalt-based sealers are permissible.

26. SITE-SPECIFIC CONDITIONS

- A. 14 native trees and 28 native shrubs, with biodiversity criteria, are to be replanted; the Commission will be notified when a planting plan has been developed and the plan will be subject to Commission approval.
- B. The disturbed area will be replanted with a native woodland seed mix.
- C. Biodegradable straw mats will be used for erosion control.
- D. The larger logs from trees cut during the project will be left scattered on the forest floor as wildlife habitat.
- E. Existing invasive trees up to 15' from the easement will be cut if allowed by property owners.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

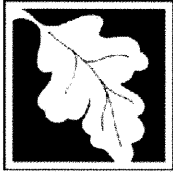
Provided by MassDEP:
 316-0797
 MassDEP File #
 eDEP Transaction #
 Waltham
 City/Town

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 316-0797
 MassDEP File # _____
 eDEP Transaction # _____
 Waltham
 City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

 Conservation Commission

Please be advised that the Order of Conditions for the Project at:

 Project Location

 MassDEP File Number

Has been recorded at the Registry of Deeds of:

 County

 Book

 Page

for: _____
 Property Owner

and has been noted in the chain of title of the affected property in:

 Book

 Page

In accordance with the Order of Conditions issued on:

 Date

If recorded land, the instrument number identifying this transaction is:

 Instrument Number

If registered land, the document number identifying this transaction is:

 Document Number

 Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

Request for Departmental Action Fee Transmittal Form

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

APPENDIX II

PLANTING SCHEDULE - EASEMENT

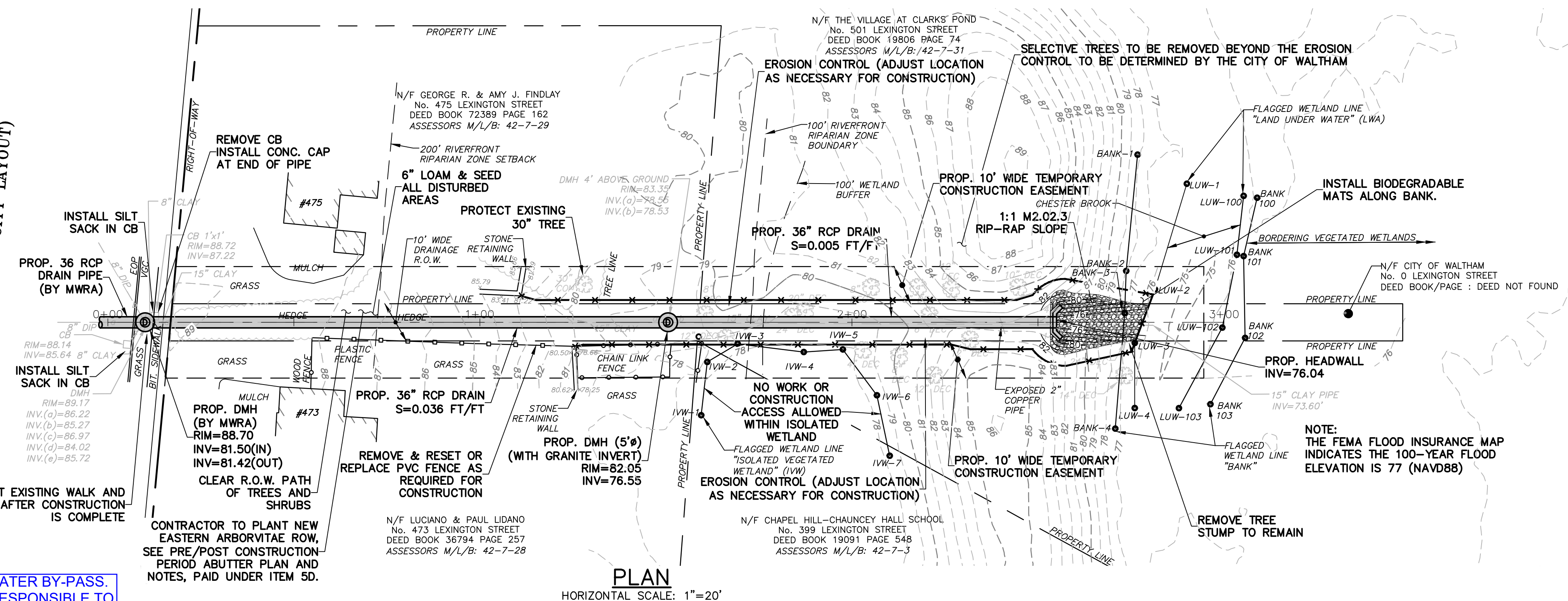
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
RO	2	Quercus Rubra	Red Oak	2" Cal.	CG	As Shown
SM	1	Acer Saccharum	Sugar Maple	2" Cal.	CG	As Shown
SVB	3	Amelanchier	Serviceberry	2" Cal.	CG	As Shown
EC	2	Populus Deltoides	Eastern Cottonwood	2" Cal.	CG	As Shown
AH	2	Carpinus Caroliniana	American Hornbeam	2" Cal.	CG	As Shown
BG	1	Nyssa Sylvatica	Black Gum	2" Cal.	CG	As Shown
SH	1	Carya Ovata	Shagbark Hickory	2" Cal.	CG	As Shown
PW	1	Salix Discolor	Pussy Willow	2" Cal.	CG	As Shown
BW	1	Salix Nigra	Black Willow	2" Cal.	CG	As Shown

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
VIB	3	Viburnum trilobum	American Cranberrybush	4-5' ht	Cont/BB	As Shown
IGH	6	Ilex glabra	Inkberry Holly	#7	Cont	As Shown
BB	5	Rubus allegheniensis	Highbush Blackberry	#5	Cont	As Shown
AWH	5	Hamamelis virginiana	American Witch Hazel	#7	Cont	As Shown
SB	5	Lindera benzoin	Spicebush	#5	Cont	As Shown
PB	4	Clethra alnifolia	Peppercorn	#5	Cont	As Shown

PLANTING NOTES:

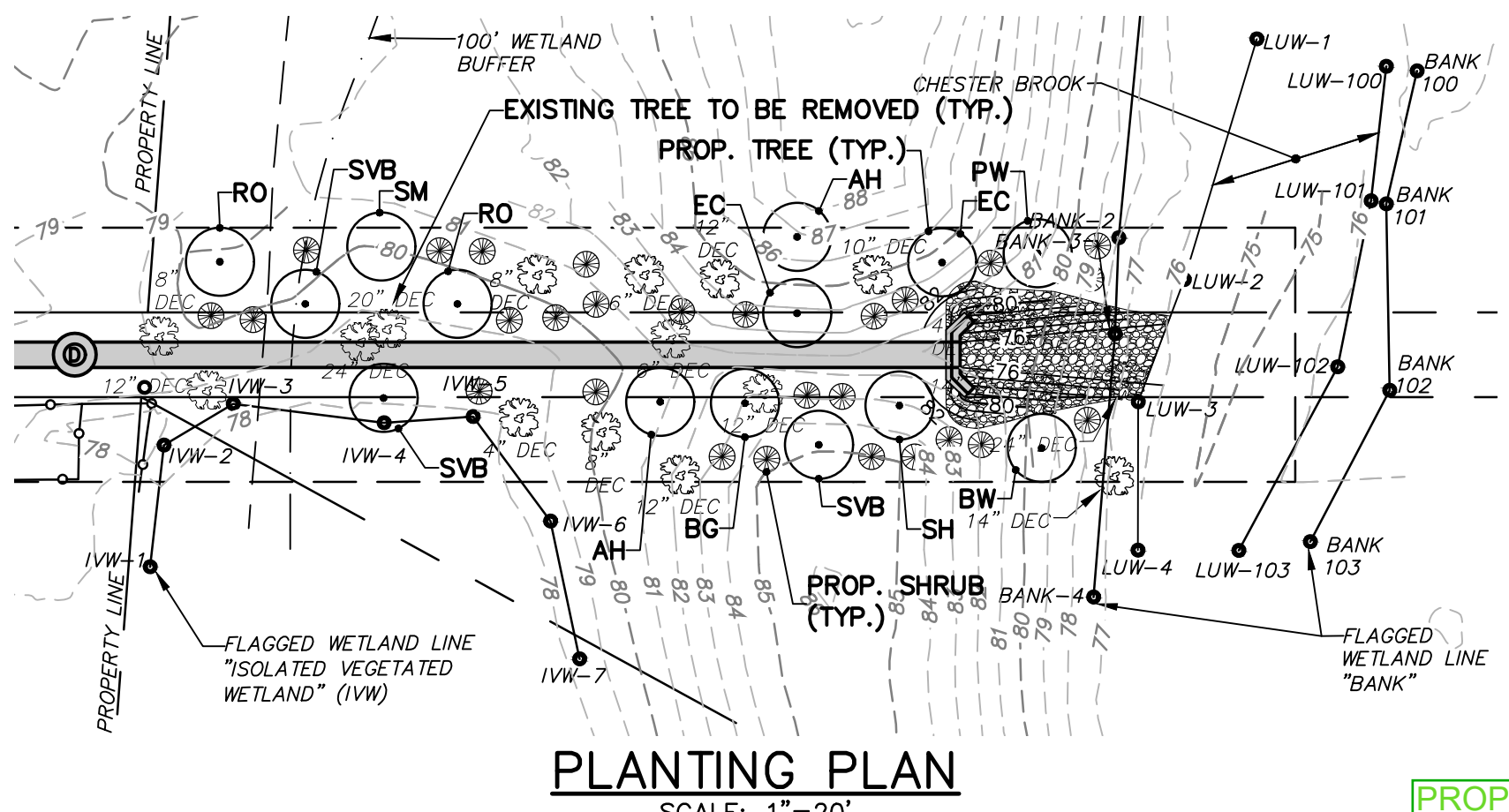
- 14 NEW TREES & 28 SHRUBS ARE TO BE PLANTED.
- ALL PLANTINGS SHALL BE NATIVE AND NON-INVASIVE. TREES SHALL BE A MINIMUM OF 2" CALIPER. THE PLANTING SPECIES SHALL BE CHOSEN BY AVAILABILITY AT THE TIME OF CONSTRUCTION.
- ALL NEW PLANTING MATERIAL SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL NEW TREES AND SHRUBS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN UNLESS OTHERWISE NOTED ON THE PLANT LIST.
- CONTRACTOR SHALL SUPPLY ALL NEW PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS. IF MINOR DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE PLANT SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE AND MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.
- NO TREES SHALL BE PLANTED BEFORE ACCEPTANCE OF ROUGH GRADING. TREES SHALL BEAR SAME RELATIONSHIP TO FINISH GRADE AS THEY BORE TO FINISH BEFORE BEING DUG IN THE NURSERY. PRIOR TO PLANTING, REMOVE THE TOP OF THE BURLAP AND CONFIRM THAT PLANT ROOT CROWNS ARE NOT COVERED BY SOIL FROM THE NURSERY.
- STAKE LOCATION OF ALL PROPOSED PLANTS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF PLANTING.
- ALL DISTURBED AREAS TO BE SEED WITH A NATIVE WOODLAND SEED MIX
- SEE DETAIL SHEET FOR PLANTING SCHEDULE AND DETAILS
- PLANTING LOCATIONS ARE SUBJECT TO RELOCATION SUBJECT TO FIELD CONDITIONS.

MWRA PROJECT WATER BY-PASS CONTRACTOR IS RESPONSIBLE TO PROTECT BY-PASS AND MAINTAIN WATER SERVICE.

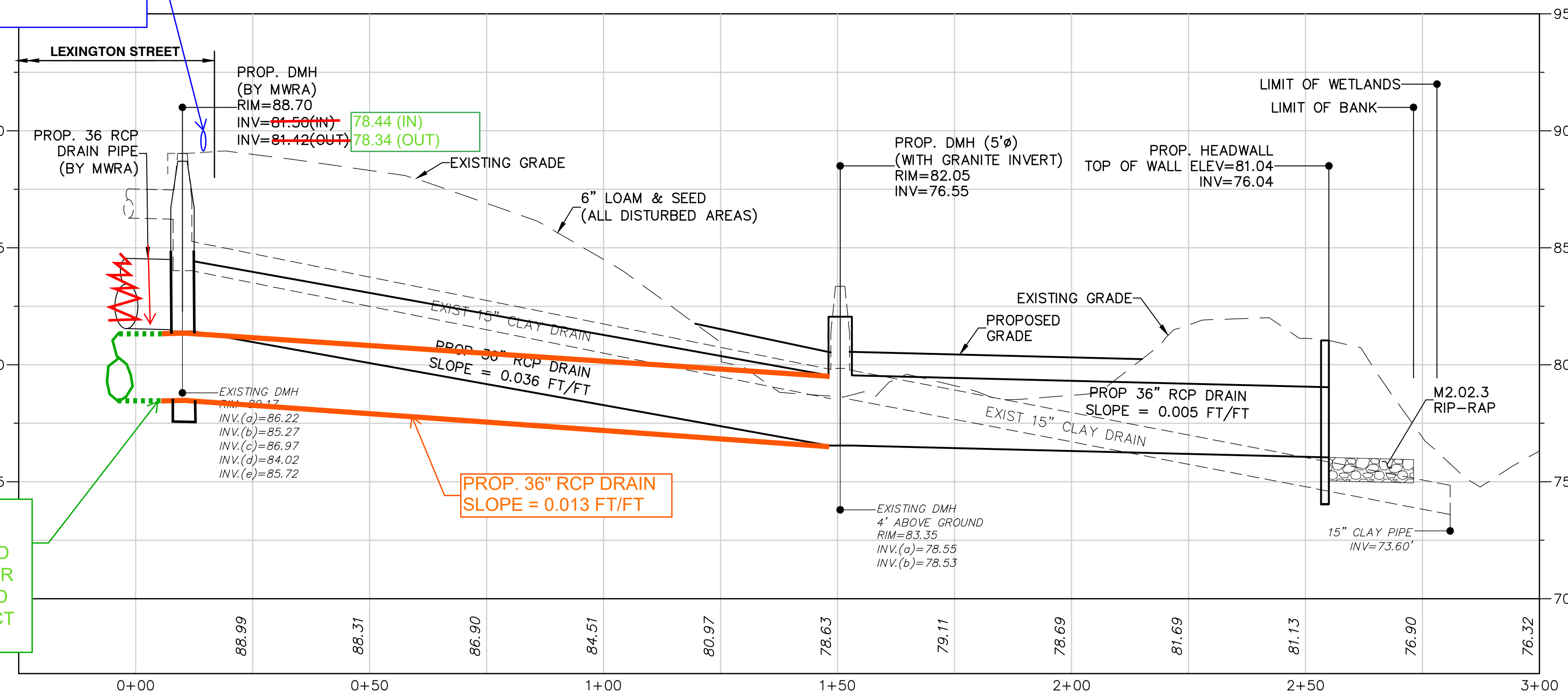


PLAN
HORIZONTAL SCALE: 1"=20'

- NOTES**
1. ALL NORWAY MAPLE TREES WITHIN THE LIMITS OF WORK SHALL BE REMOVED.
 - SOME PORTION OF TREES REMOVED SHALL BE PLACED ON THE GROUND TO PROMOTE HABITAT GROWTH AND MOVEMENT AT THE DIRECTION OF THE ENGINEER.
 - ALL NON-PAVED DISTURBED AREAS SHALL BE COVERED WITH 6" LOAM & SEED. THE AREA BETWEEN THE HOUSE LOTS SHALL USE A PERENNIAL GRASS SEED MIX. IN THE WOODED AREAS USE A NATIVE WOODLAND SEED MIX.
 - ALL EXISTING TREES TO REMAIN WITHIN THE CONSTRUCTION EASEMENT SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.



PLANTING PLAN
SCALE: 1"=20'



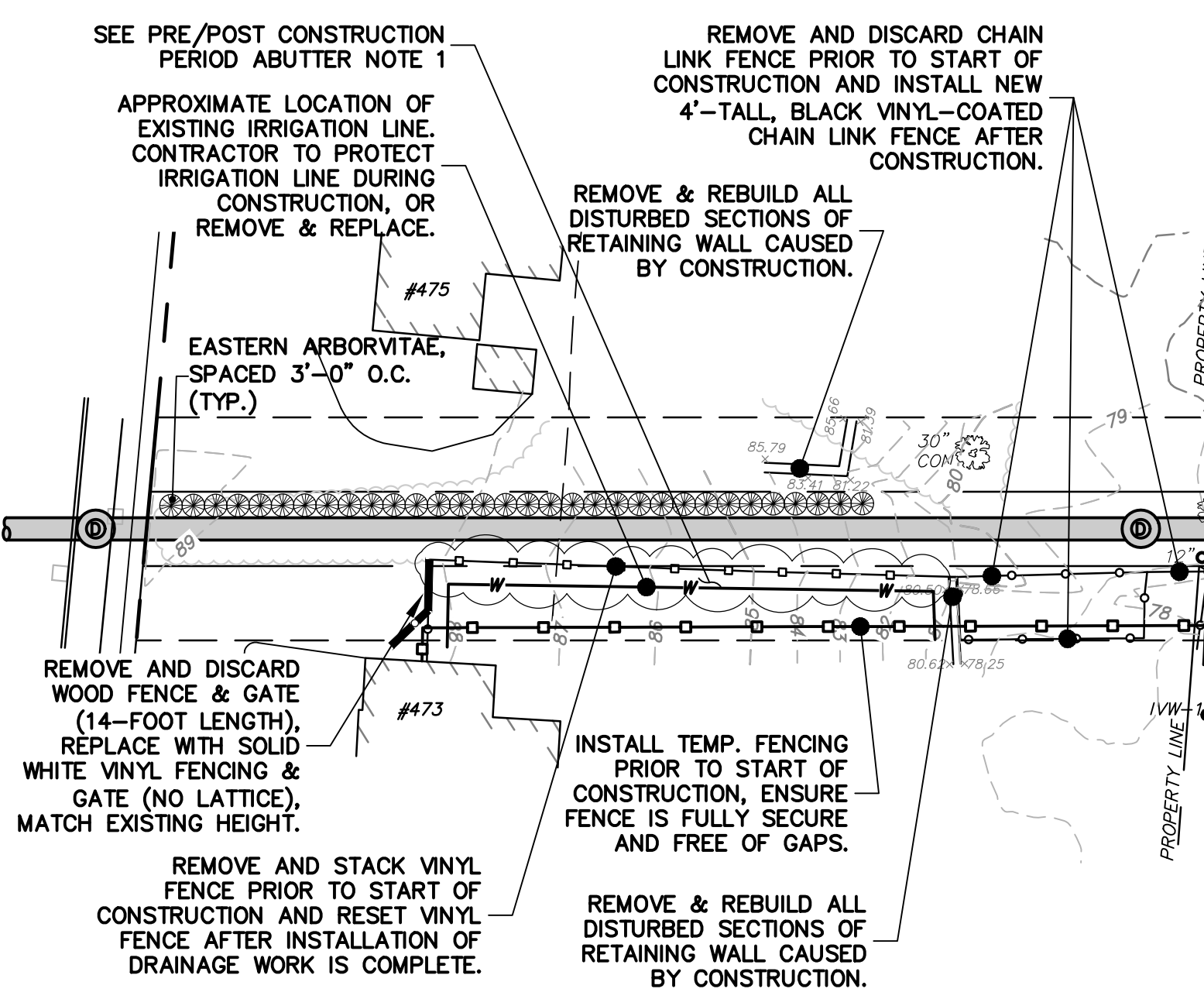
DRAIN PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'

PLANTING SCHEDULE - ABUTTER RESTORATION

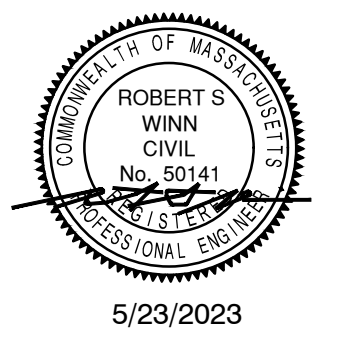
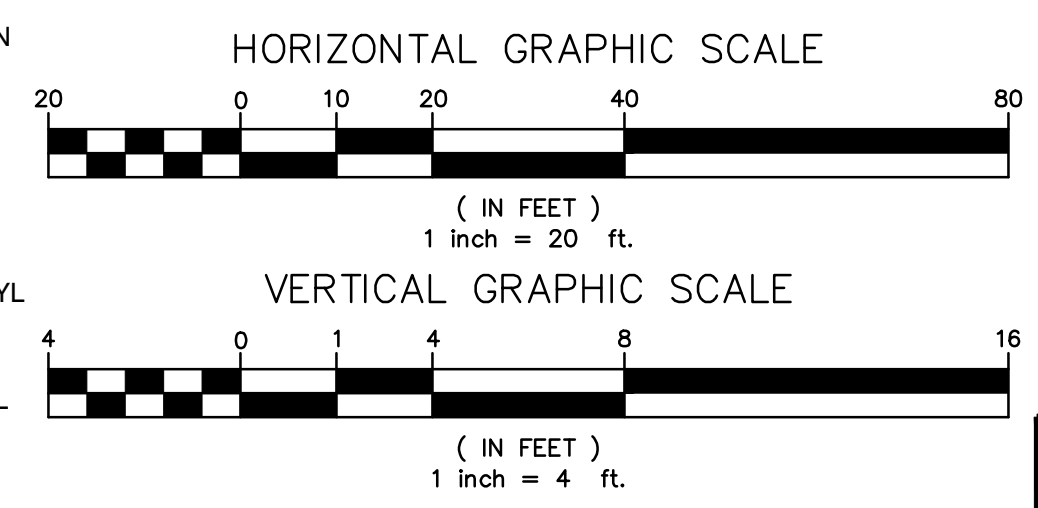
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
TO	32	Thuja Occidentalis	Eastern Arborvitae	5-6' ht	Cont/BB	3' OC

PRE/POST CONSTRUCTION PERIOD ABUTTER NOTES:

- CONTRACTOR SHALL CAREFULLY REMOVE, PROPERLY STORE & CARE FOR TIGER LILY PLANTINGS WITHIN THE PROPOSED TEMPORARY EASEMENT, PRIOR TO START OF CONSTRUCTION, THROUGHOUT THE CONSTRUCTION PERIOD. AFTER COMPLETION OF WORK, CONTRACTOR SHALL REPLANT TIGER LILY PLANTINGS IN COORDINATION WITH WORK ASSOCIATED WITH NOTE 3 BELOW. SHOULD STORED TIGER LILY PLANTINGS DIE PRIOR TO REPLANTING, CONTRACTOR SHALL REPLACE ALL PREVIOUSLY REMOVED PLANTS WITH NEW PLANTS OF THE SAME VARIETY AND QUANTITY (PAID FOR UNDER ITEM 5G).
- CONTRACTOR SHALL REMOVE AND DISCARD EXISTING CHAIN LINK FENCE WITHIN TEMPORARY EASEMENT AND INSTALL NEW CHAIN LINK FENCE (4-FOOT-TALL, BLACK VINYL-COATED), FOLLOWING COMPLETION OF THE DRAINAGE WORK (PAID FOR UNDER ITEM 4F).
- CONTRACTOR SHALL REMOVE AND STACK THE EXISTING WHITE VINYL FENCE TO ABUTTER #473 PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL RESET WHITE VINYL FENCE TO THE SAME LOCATION, LINE, AND GRADE FOLLOWING CONSTRUCTION, AS WAS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL TEMPORARY FENCING ALONG THE EDGE OF THE PROPOSED TEMPORARY EASEMENT, IN PLACE OF THE REMOVED & STACKED VINYL FENCING, PRIOR TO START OF CONSTRUCTION. TEMPORARY FENCING SHALL BE PROPERLY SECURED AND HAVE NO GAPS AS TO SAFELY PROTECT ABUTTER'S PETS FROM ENTERING THE CONSTRUCTION AREA/ EASEMENT DURING THE CONSTRUCTION PERIOD.
- CONTRACTOR SHALL REMOVE AND DISCARD OF THE EXISTING WOOD FENCE AND GATE ALONG THE FRONTAGE OF ABUTTER #473. CONTRACTOR SHALL INSTALL NEW SOLID WHITE VINYL FENCE AND GATE (NO LATTICE) AFTER DRAINAGE CONSTRUCTION IS COMPLETE.
- NEW AND REMOVED & RESET WHITE VINYL FENCE SHALL BE INSTALLED IMMEDIATELY FOLLOWING COMPLETION OF DRAINAGE WORK, PRIOR TO WINTER.
- CONTRACTOR SHALL PROTECT EXISTING IRRIGATION LINES WITHIN THE ROW OF TIGER LILY PLANTINGS ON PROPERTY OF ABUTTER #473, WITHIN THE TEMPORARY EASEMENT.
- CONTRACTOR SHALL INSTALL NEW PLANTINGS FROM THE LEXINGTON STREET R.O.W. TO THE EXISTING STONE WALLS. THE NEW PLANTINGS SHALL ALL BE NEW 5-6FT TALL EASTERN ARBORVITAE, SPACED 3-FT ON-CENTER, A TOTAL QUANTITY OF 32 NEW PLANTINGS.
- CONTRACTOR TO ENSURE THAT CONSTRUCTION ACCESS AND ACTIVITY IS LIMITED TO THE CITY PROPERTY AND THE TEMPORARY EASEMENT. NO INGRESS TO, OR EGRESS FROM, THE SITE BY UTILIZING PRIVATE PROPERTY OF ABUTTERS #475 AND/OR #473 IS PERMITTED.
- ALL WORK ASSOCIATED WITH THE PRE/POST CONSTRUCTION PERIOD ABUTTER PLAN AND NOTES SHALL BE PAID FOR UNDER LUMP SUM ITEM 6B: MISCELLANEOUS WORK AND CLEANUP, AS DIRECTED BY THE CITY AND/OR THE ENGINEER, UNLESS SPECIFIED OTHERWISE.



PRE/POST CONSTRUCTION PERIOD ABUTTER PLAN
SCALE: 1"=20'



BID SET

DRAINAGE PLAN & PROFILE

CHESTER BROOK DRAINAGE OUTFALL
PREPARED FOR THE CITY OF WALTHAM

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: AS NOTED DATE: AUGUST 26, 2022

JOB NO./FILE NAME: 2170-DESIGN-BID-1 DESIGNED BY: J.P.G. PLAN NO. 3 OF 5
DRAWN BY: J.P.G.
CHECKED BY: M.J.C.

8/26/2022

THIS SET, PLAN AND PROFILE, PREPARED BY GCG ASSOCIATES, INC. FOR THE CITY OF WALTHAM. PREPARED BY: WILLIAM HARRIS

CONSTRUCTION DRAWINGS

CITY OF WALTHAM, MASSACHUSETTS

CHESTER BROOK

DRAIN REPLACEMENT PROJECT

AUGUST 26, 2022

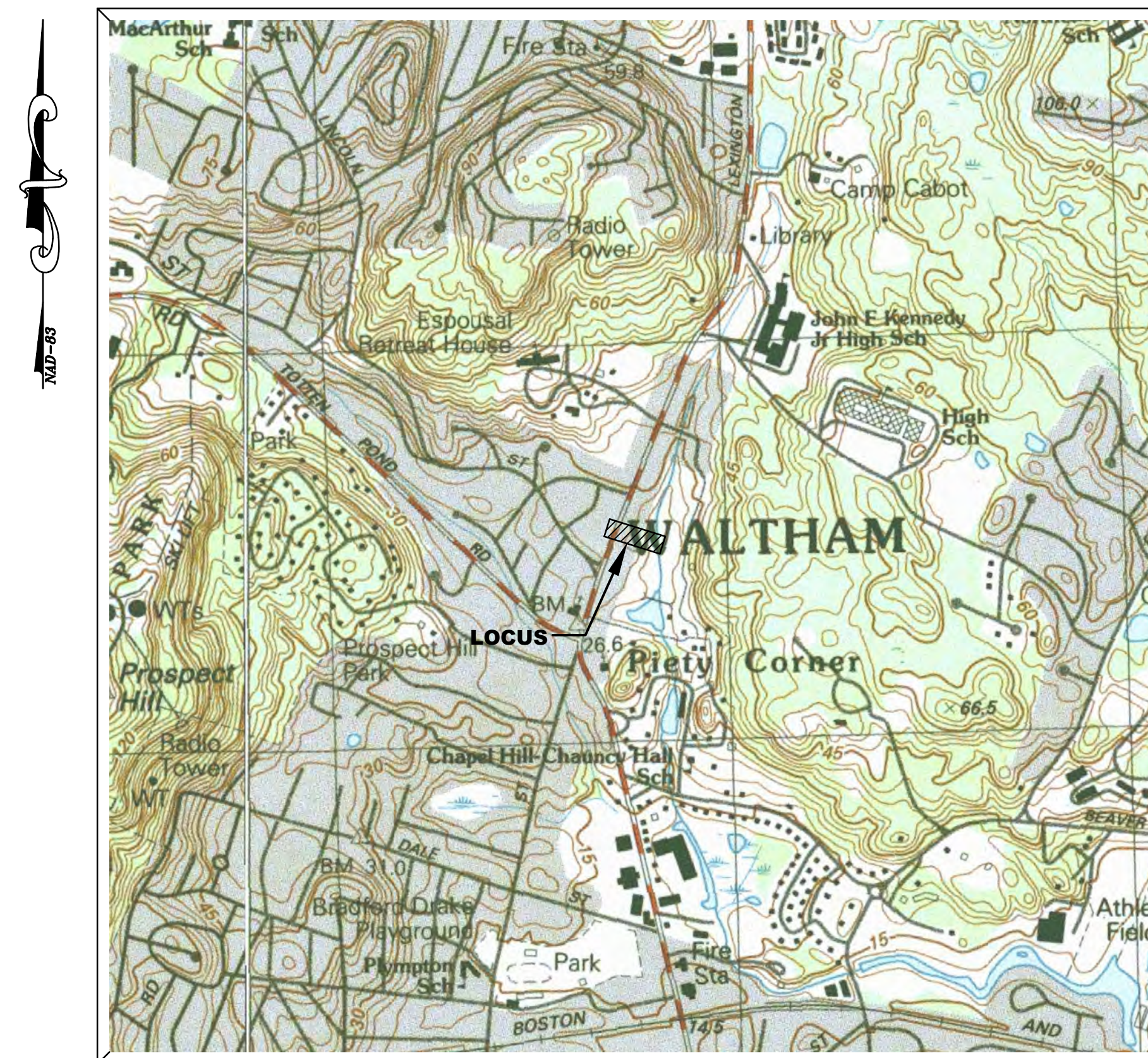
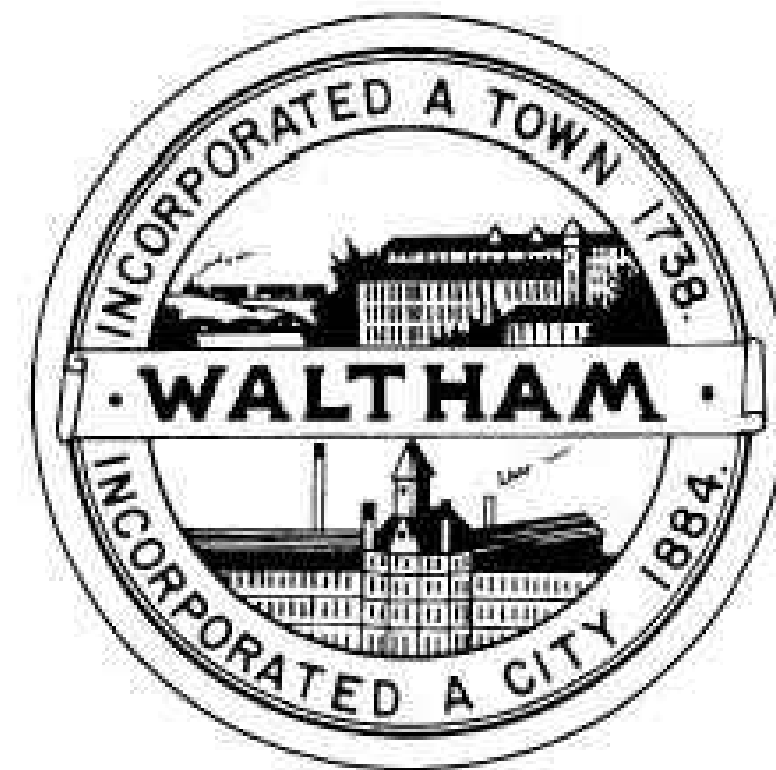
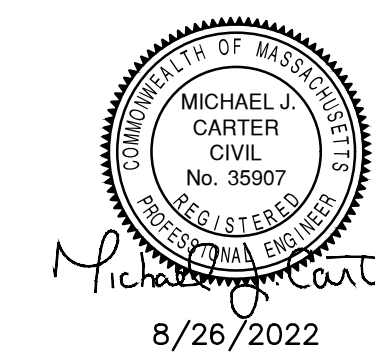


IMAGE OBTAINED FROM: "OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS"

LOCUS PLAN
SCALE : 1" = 1,000'±

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1.	COVER
2.	EXISTING CONDITIONS PLAN
3.	DRAINAGE PLAN AND PROFILE
4.	CONSTRUCTION DETAILS I
5.	CONSTRUCTION DETAILS II



BID SET

GCG ASSOCIATES INC. CONSULTING ENGINEERS WILMINGTON, MASSACHUSETTS

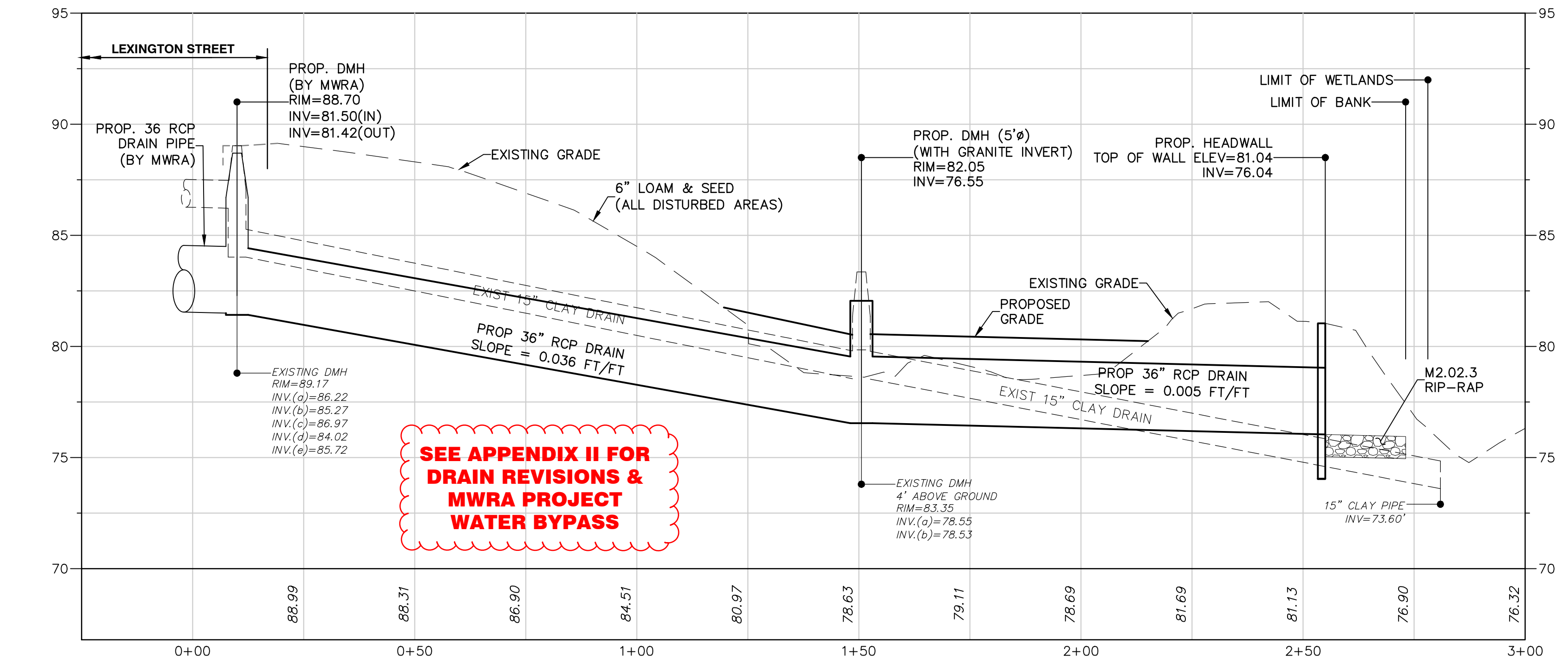
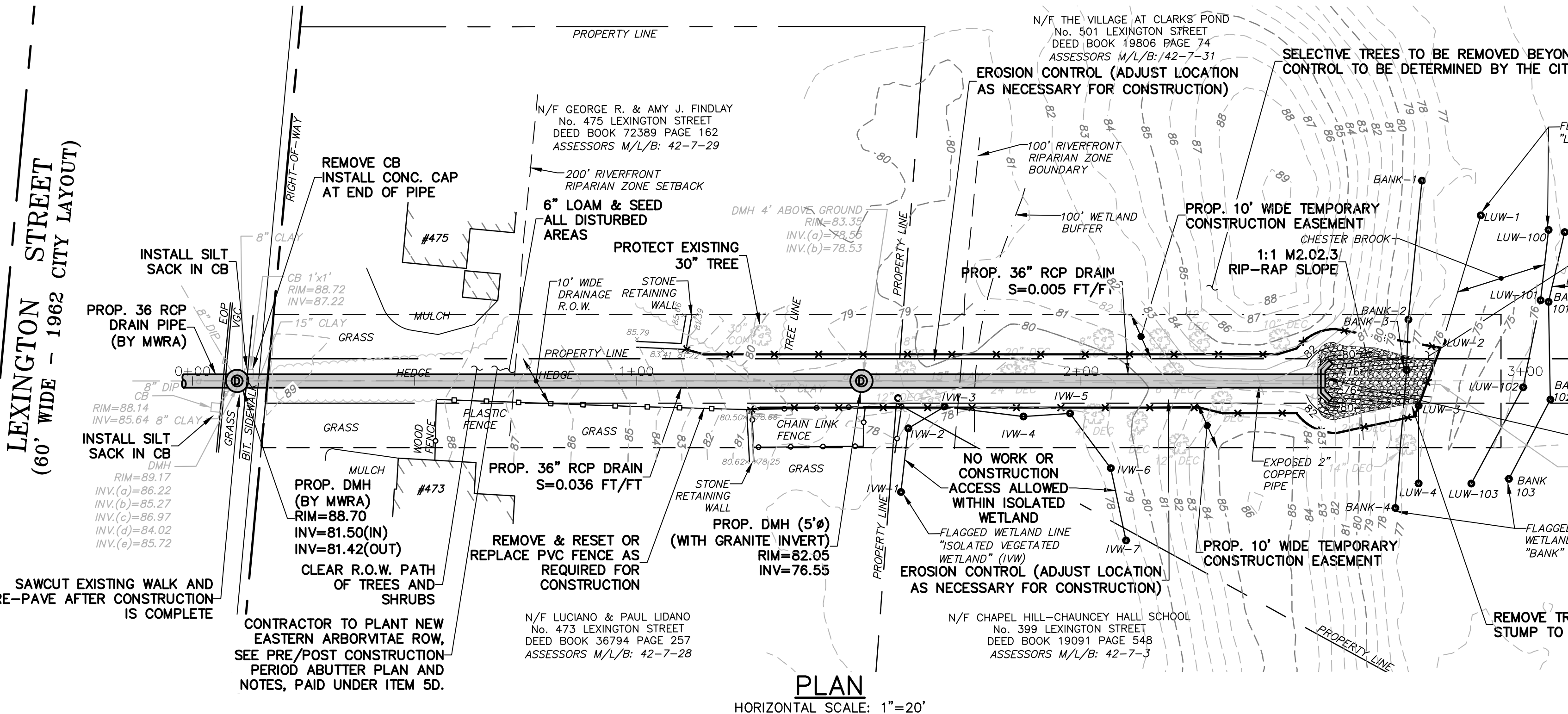
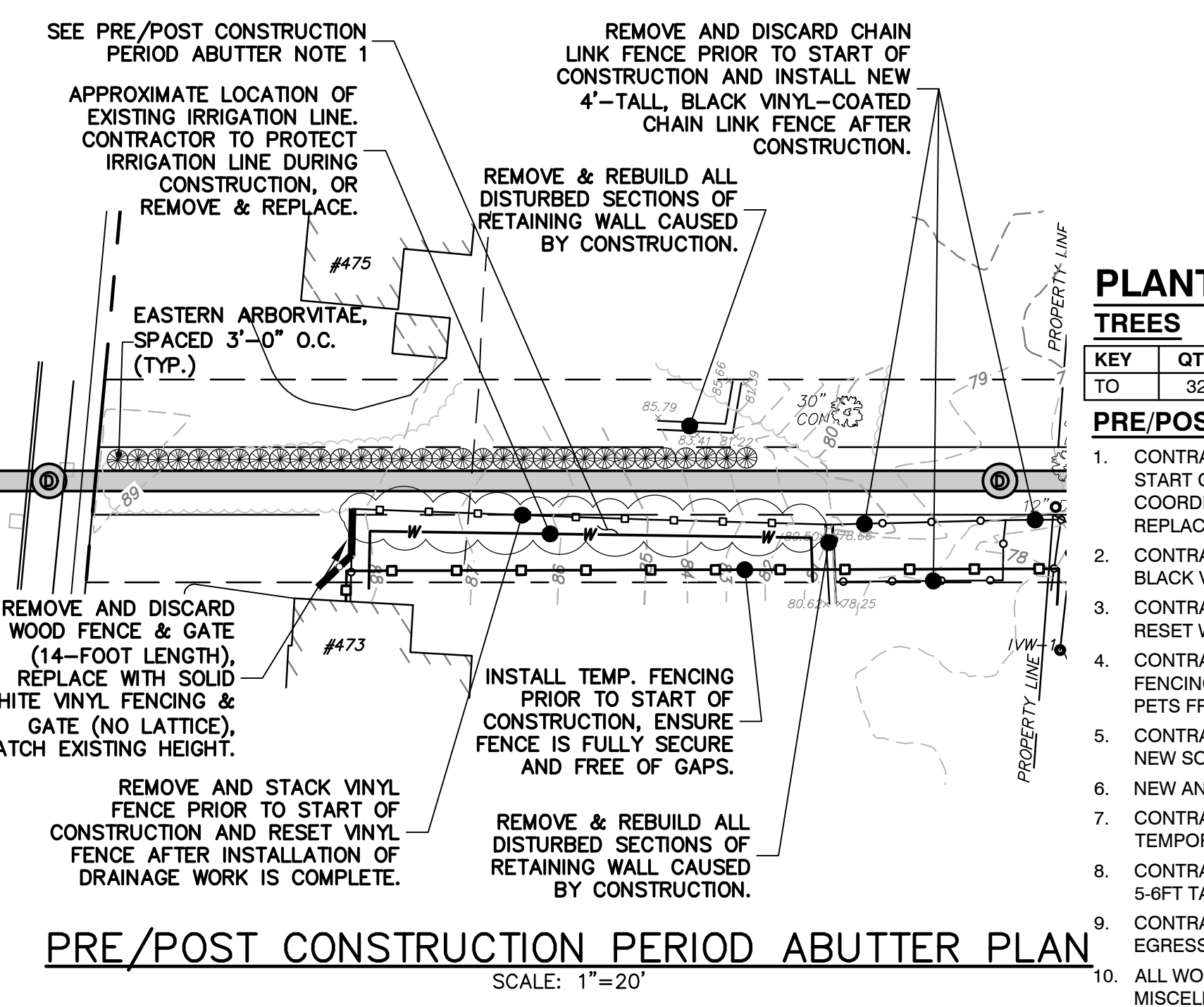
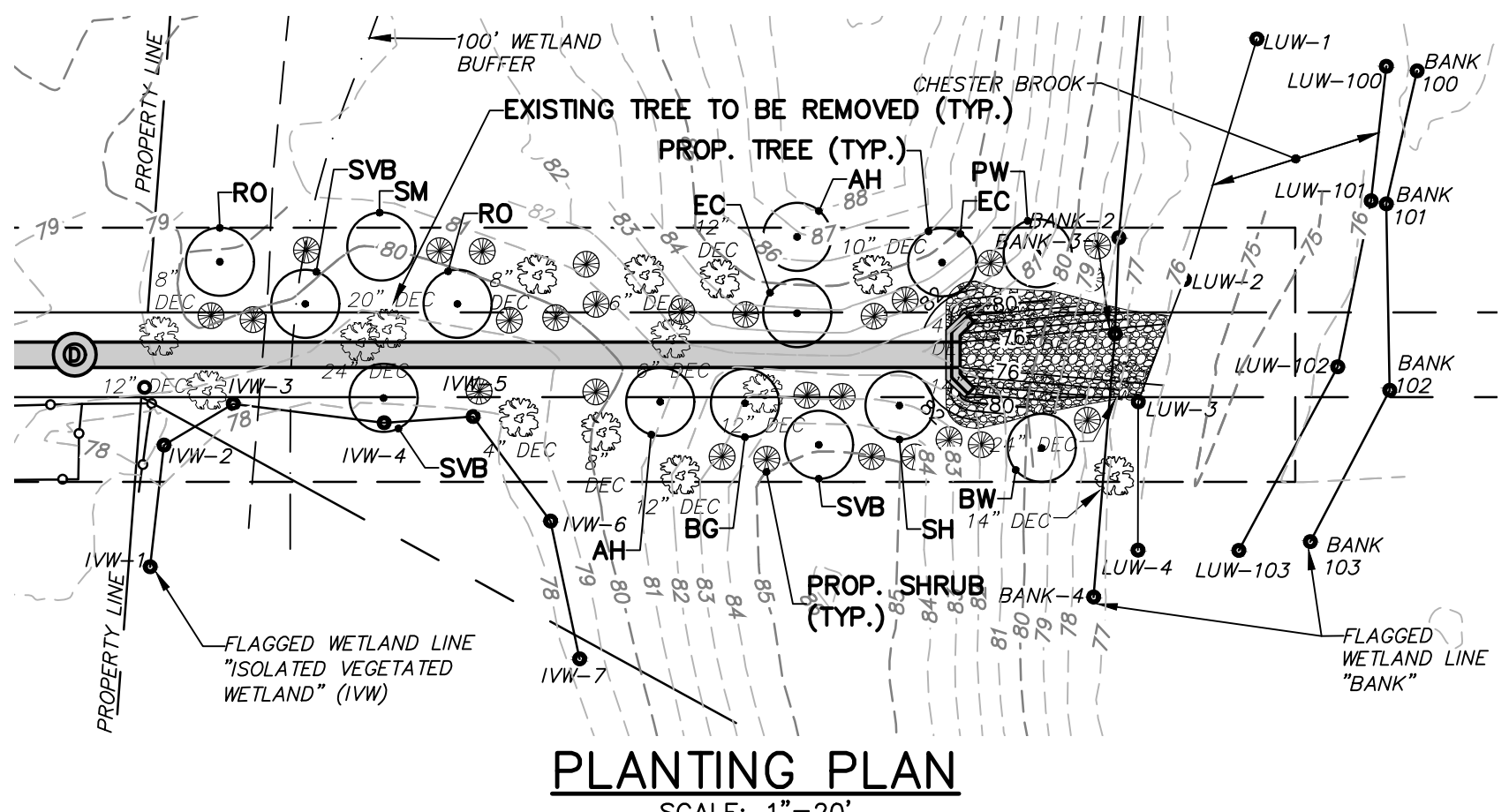
PLAN 1 OF 5 AUGUST 26, 2022

PLANTING SCHEDULE - EASEMENT

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
RO	2	Quercus Rubra	Red Oak	2" Cal.	CG	As Shown
SM	1	Acer Saccharum	Sugar Maple	2" Cal.	CG	As Shown
SVB	3	Amelanchier	Serviceberry	2" Cal.	CG	As Shown
EC	2	Populus Deltoides	Eastern Cottonwood	2" Cal.	CG	As Shown
AH	2	Carpinus Caroliniana	American Hornbeam	2" Cal.	CG	As Shown
BG	1	Nyssa Sylvatica	Black Gum	2" Cal.	CG	As Shown
SH	1	Carya Ovata	Shagbark Hickory	2" Cal.	CG	As Shown
PW	1	Salix Discolor	Pussy Willow	2" Cal.	CG	As Shown
BW	1	Salix Nigra	Black Willow	2" Cal.	CG	As Shown

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
VIB	3	Viburnum trilobum	American Cranberrybush	4-5' ht	Cont/BB	As Shown
IGH	6	Ilex glabra	Inkberry Holly	#7	Cont	As Shown
BB	5	Rubus allegheniensis	Highbush Blackberry	#5	Cont	As Shown
AWH	5	Hamamelis virginiana	American Witch Hazel	#7	Cont	As Shown
SB	5	Lindera benzoin	Spicebush	#5	Cont	As Shown
PB	4	Clethra alnifolia	Peppercorn	#5	Cont	As Shown

- PLANTING NOTES:**
- 14 NEW TREES & 28 SHRUBS ARE TO BE PLANTED.
 - ALL PLANTINGS SHALL BE NATIVE AND NON-INVASIVE. TREES SHALL BE A MINIMUM OF 2" CALIPER. THE PLANTING SPECIES SHALL BE CHOSEN BY AVAILABILITY AT THE TIME OF CONSTRUCTION.
 - ALL NEW PLANTING MATERIAL SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
 - ALL NEW TREES AND SHRUBS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN UNLESS OTHERWISE NOTED ON THE PLANT LIST.
 - CONTRACTOR SHALL SUPPLY ALL NEW PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS. IF MINOR DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE PLANT SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
 - ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE AND MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.
 - NO TREES SHALL BE PLANTED BEFORE ACCEPTANCE OF ROUGH GRADING. TREES SHALL BEAR SAME RELATIONSHIP TO FINISH GRADE AS THEY BORE TO FINISH BEFORE BEING DUG IN THE NURSERY. PRIOR TO PLANTING, REMOVE THE TOP OF THE BURLAP AND CONFIRM THAT PLANT ROOT CROWNS ARE NOT COVERED BY SOIL FROM THE NURSERY.
 - STAKE LOCATION OF ALL PROPOSED PLANTS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF PLANTING.
 - ALL DISTURBED AREAS TO BE SEED WITH A NATIVE WOODLAND SEED MIX
 - SEE DETAIL SHEET FOR PLANTING SCHEDULE AND DETAILS
 - PLANTING LOCATIONS ARE SUBJECT TO RELOCATION SUBJECT TO FIELD CONDITIONS.



SEE APPENDIX II FOR DRAIN REVISIONS & MWRA PROJECT WATER BYPASS

PLANTING SCHEDULE - ABUTTER RESTORATION

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
TO	32	Thuja Occidentalis	Eastern Arborvitae	5-6' ht	Cont/BB	3' OC

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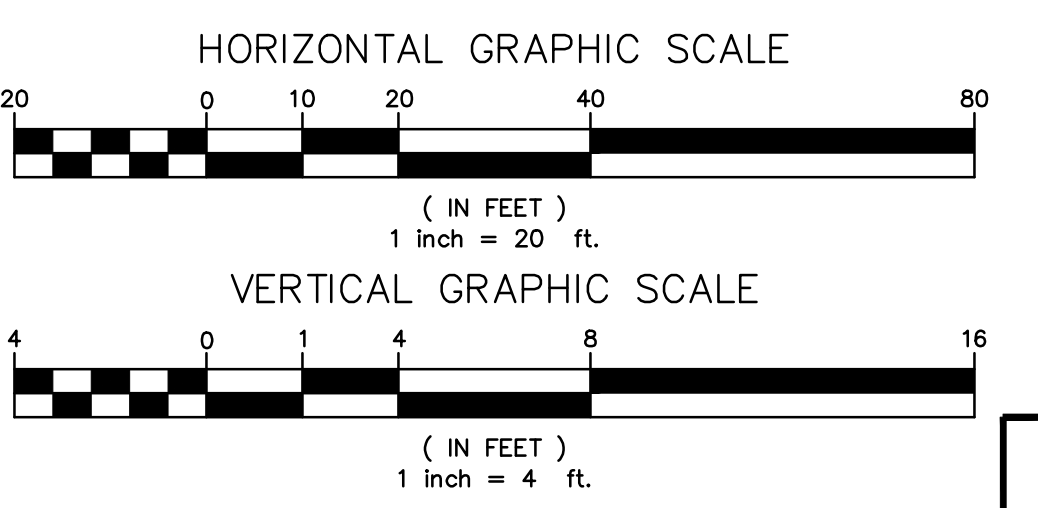
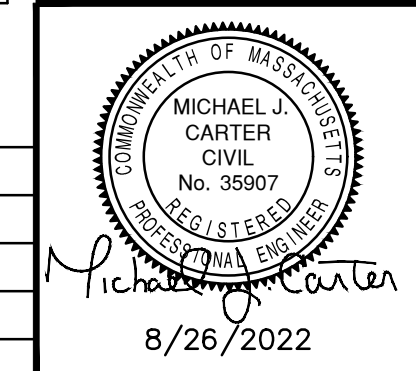
DRAINAGE PLAN & PROFILE

CHESTER BROOK DRAINAGE OUTFALL PREPARED FOR THE CITY OF WALTHAM

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

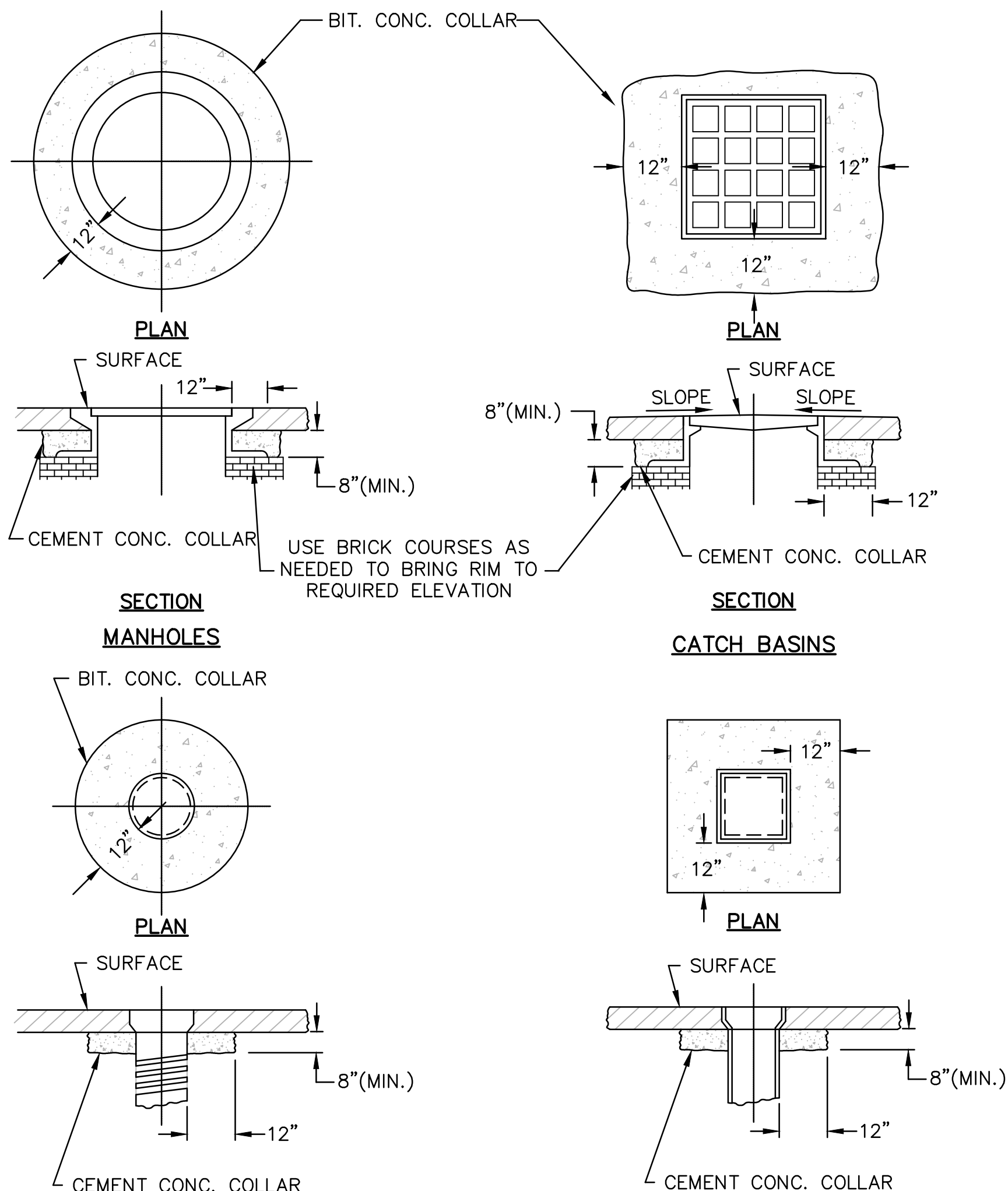
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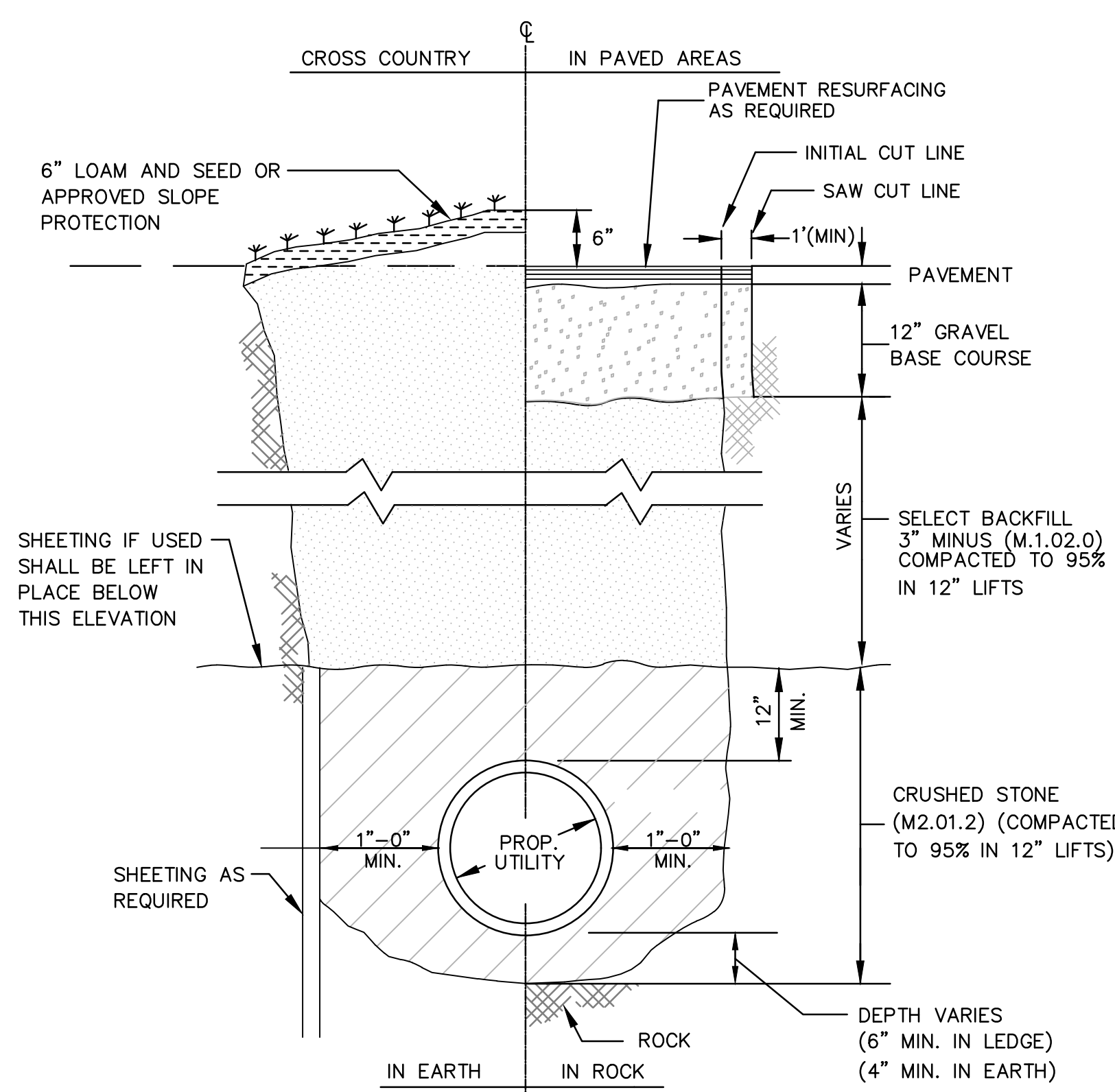


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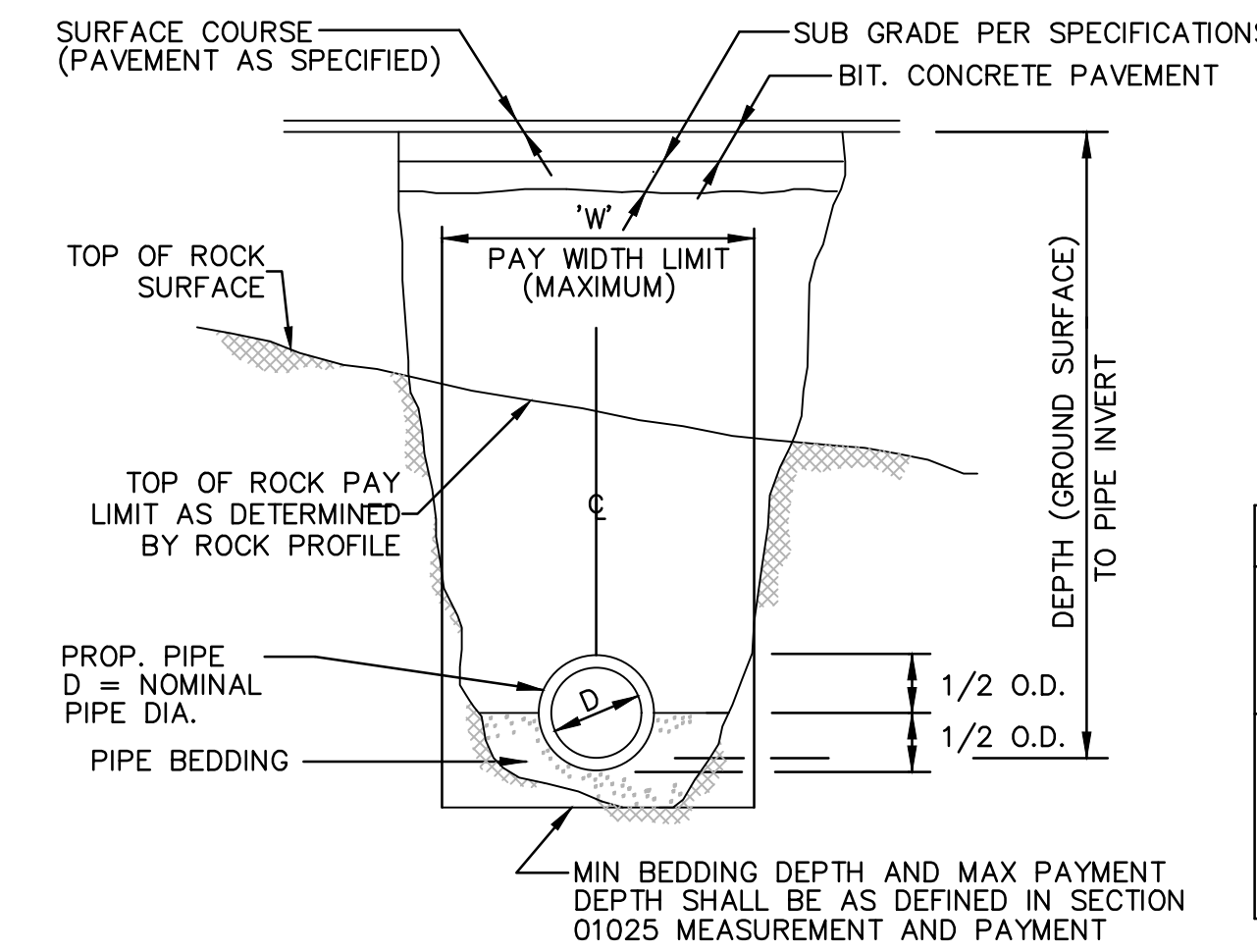
THIS SET IS PART OF A LARGER PROJECT. SEE SHEET GCG-2018-08. PREPARED BY: WILLIAM HARRIS



DETAILS FOR RAISING CASTINGS
N.T.S.



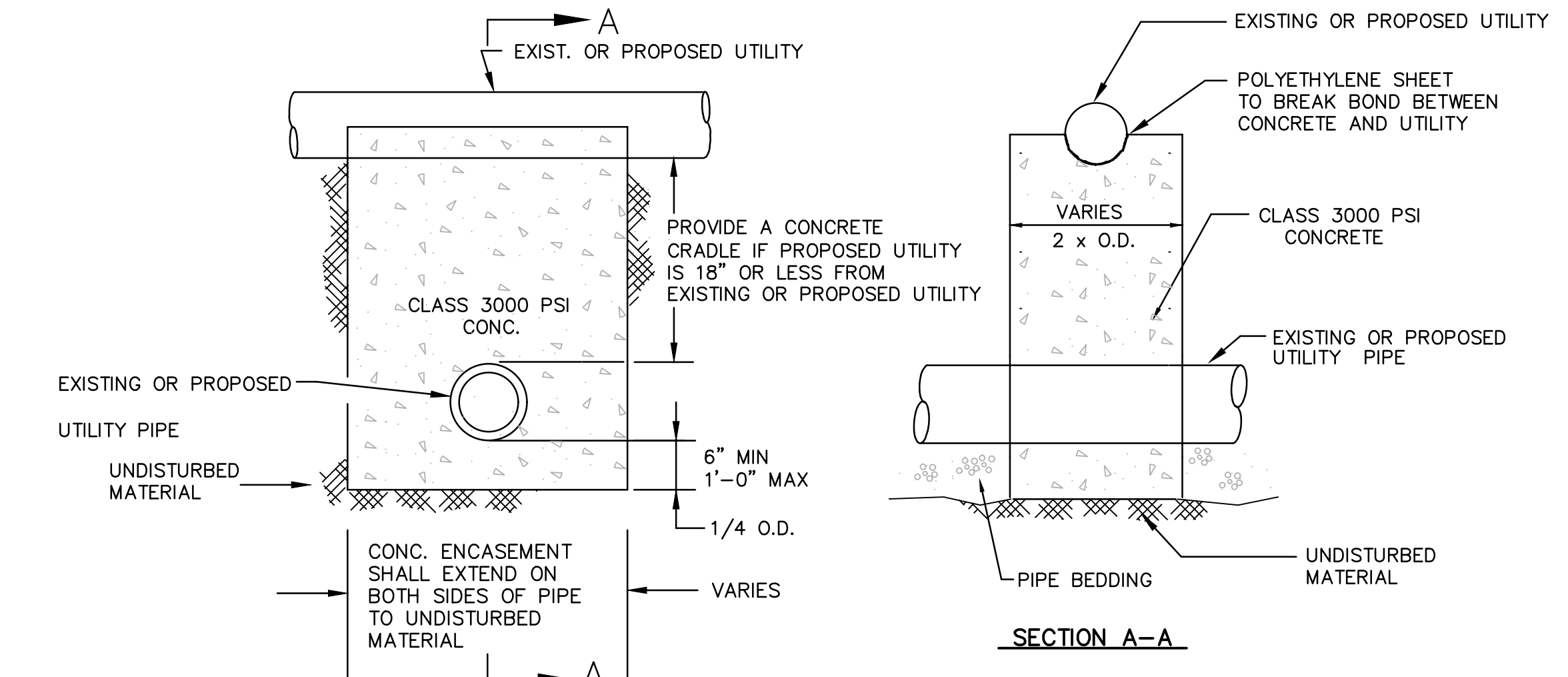
TYPICAL DRAIN TRENCH DETAIL
N.T.S.



NOTES:
1. THE PAY LIMIT FOR ROCK REMOVAL OUTSIDE MANHOLES SHALL BE WITHIN A VERTICAL LINE OFFSET ONE FOOT (1') OUTSIDE THE WIDEST DIMENSION OF THE STRUCTURE OR SHALL BE THE MAXIMUM CONNECTING TRENCH WIDTH, WHICHEVER IS GREATER.

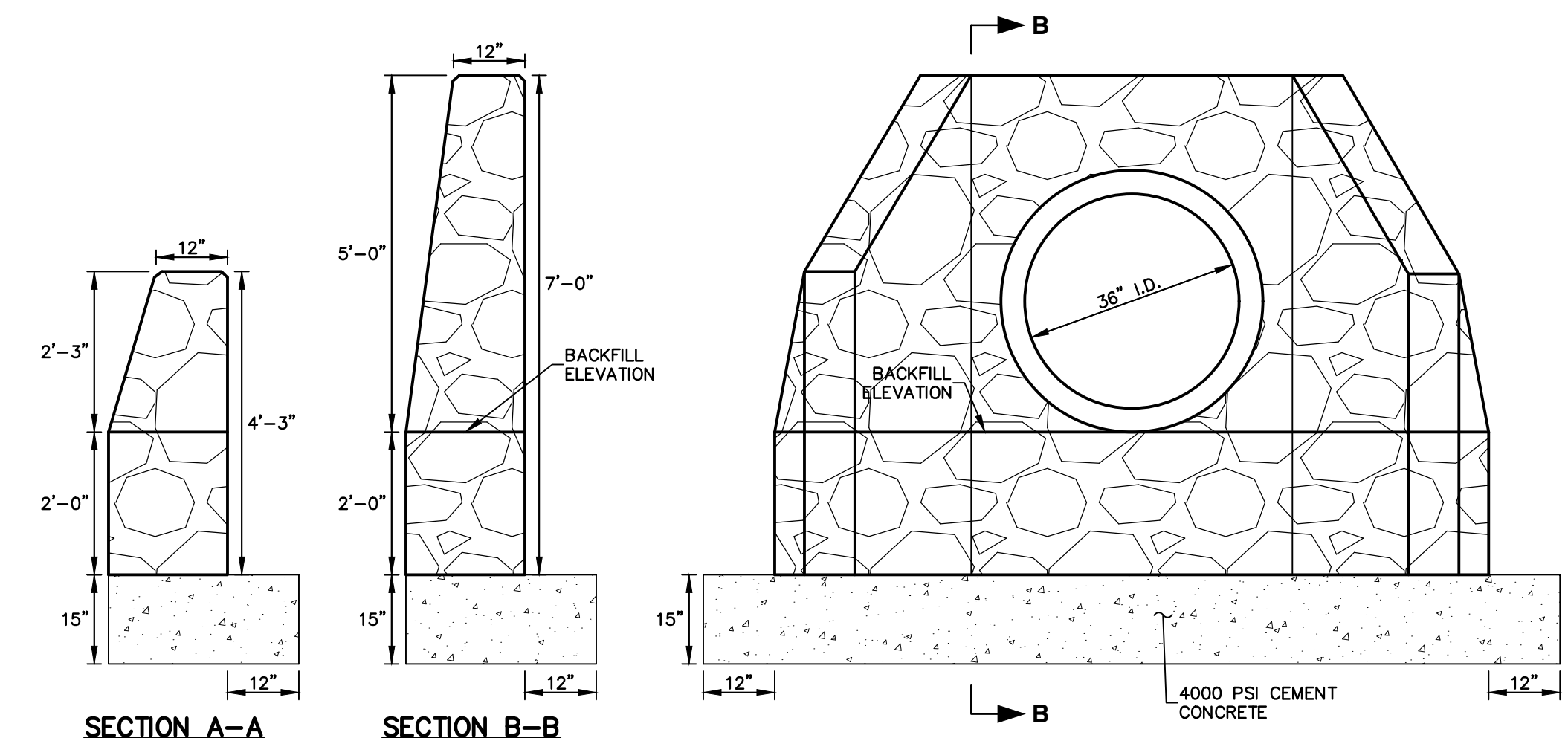
DEPTH FROM GROUND SURFACE TO INVERT OF PIPE	PAY WIDTH 'W' NOMINAL PIPE DIA.	
	0"-24"	OVER 24"
DEPTH ≤ 12'	5'-0"	D+3'-0"
12' < DEPTH ≤ 20'	7'-0"	D+5'
DEPTH > 20'	9'-0"	D+7'

TRENCH IN ROCK PAYMENT LIMITS
N.T.S.

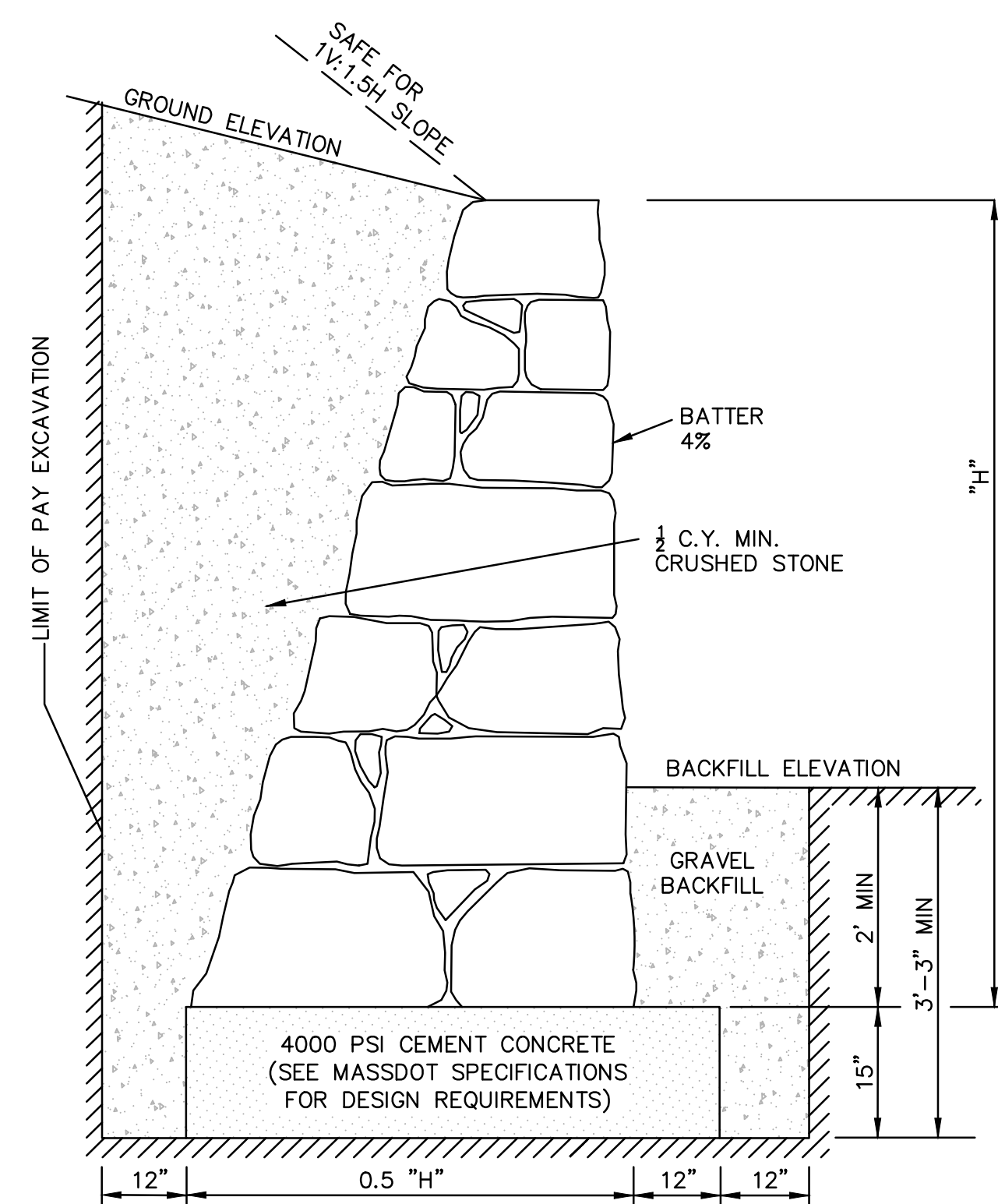


CONCRETE UTILITY SUPPORT
N.T.S.

NOTES:
1. FOR DESCRIPTION, MATERIALS AND CONSTRUCTION METHOD, SEE STANDARD SPECIFICATIONS.
2. ALL CONCRETE DIMENSIONS ARE MINIMUM.
3. PAYMENTS WILL BE BASED ON THE QUANTITIES SHOWN.

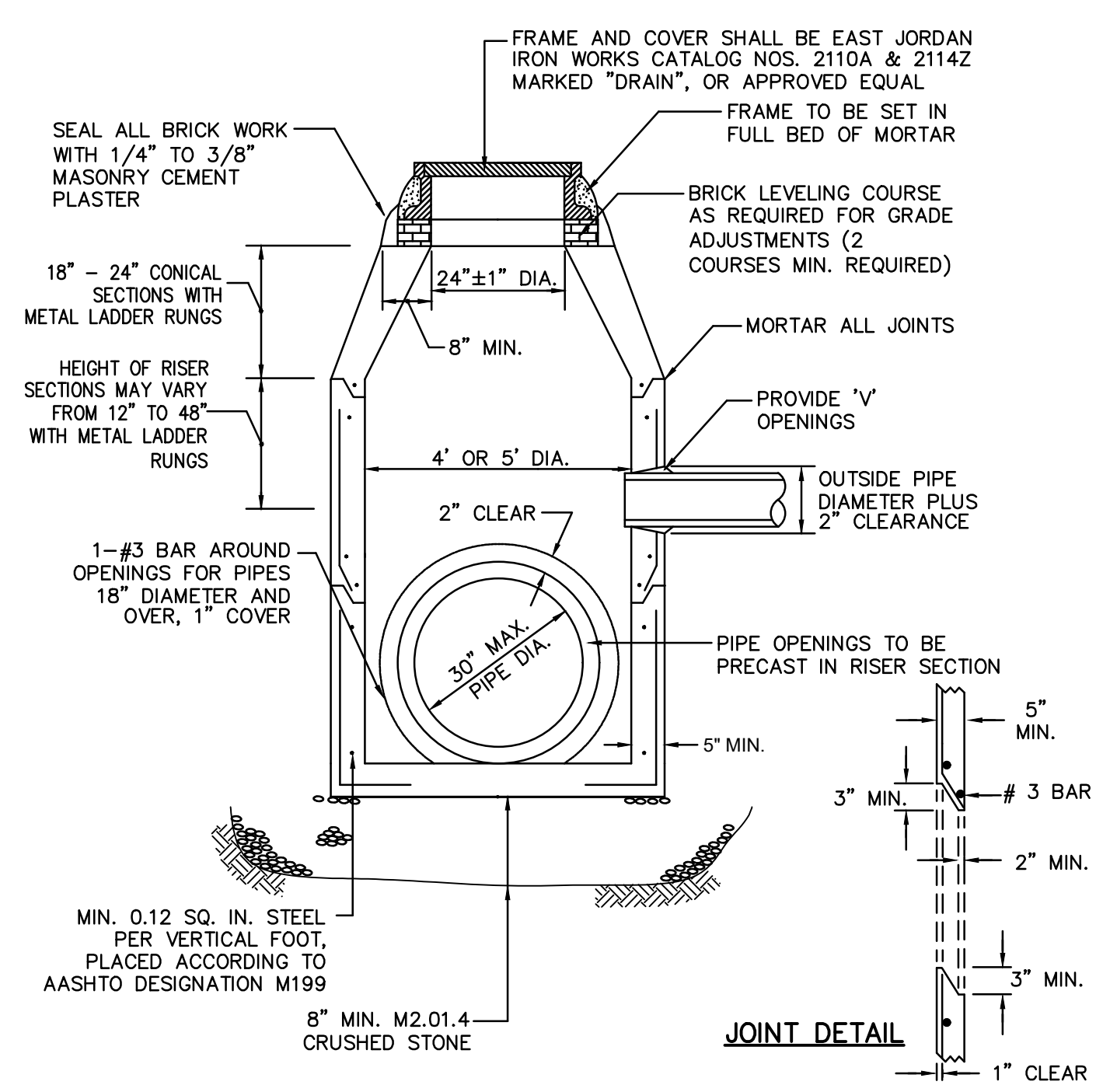


CEMENTED STONE MASONRY HEADWALL DETAIL
N.T.S.

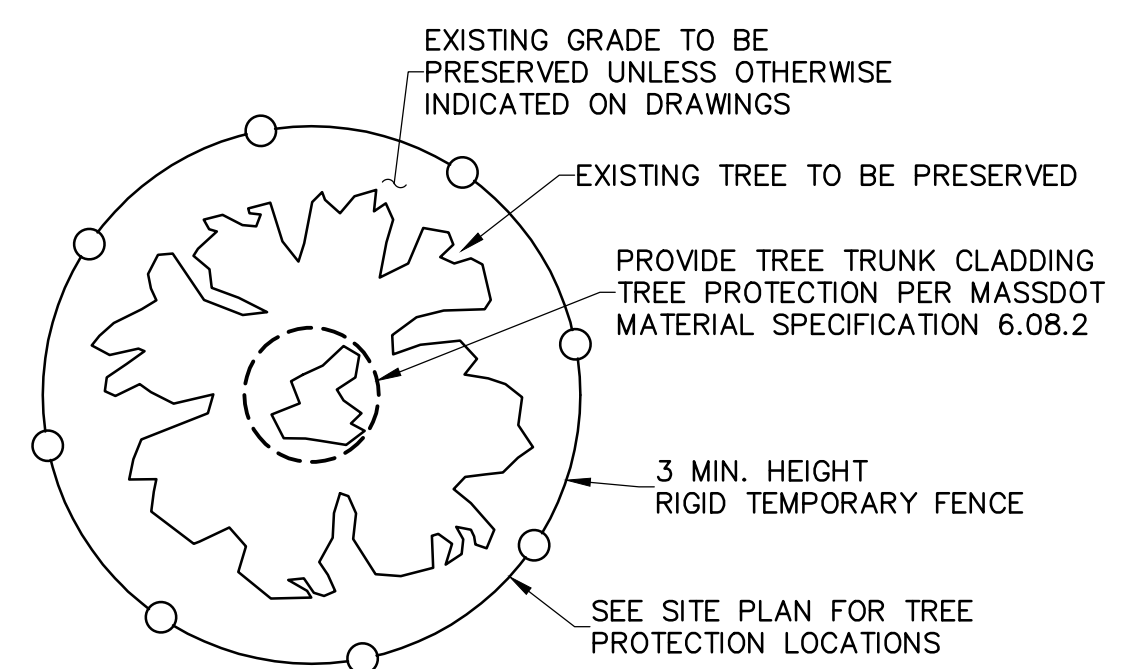


NOTES:
1. ALL DIMENSIONS SHOWN ARE MINIMUM.
2. TO BE FOUNDED ON SUITABLE SOIL.

CEMENTED STONE MASONRY WALL DETAIL
N.T.S.



PRECAST CONCRETE DRAIN MANHOLE
N.T.S.



NOTES:
1. FENCING TO BE INSTALLED AROUND PERIMETER OF DESIGNATED EXISTING TREES TO BE PRESERVED WITHIN THE LIMIT OF WORK AS DETERMINED BY THE PROPERTY OWNER.
2. FENCING SHALL REMAIN IN PLACE AND BE MAINTAINED THROUGHOUT CONSTRUCTION AND THEN REMOVED COMPLETELY.

TREE PROTECTION FENCING
(NOT TO SCALE)

BID SET

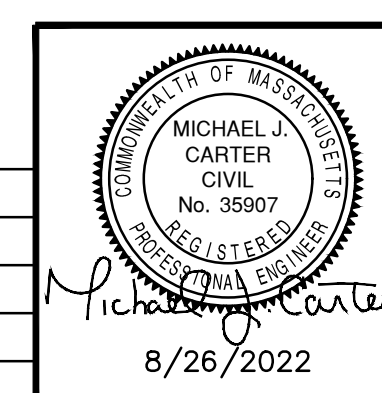
CONSTRUCTION DETAILS I

CHESTER BROOK DRAINAGE OUTFALL
PREPARED FOR THE CITY OF WALTHAM

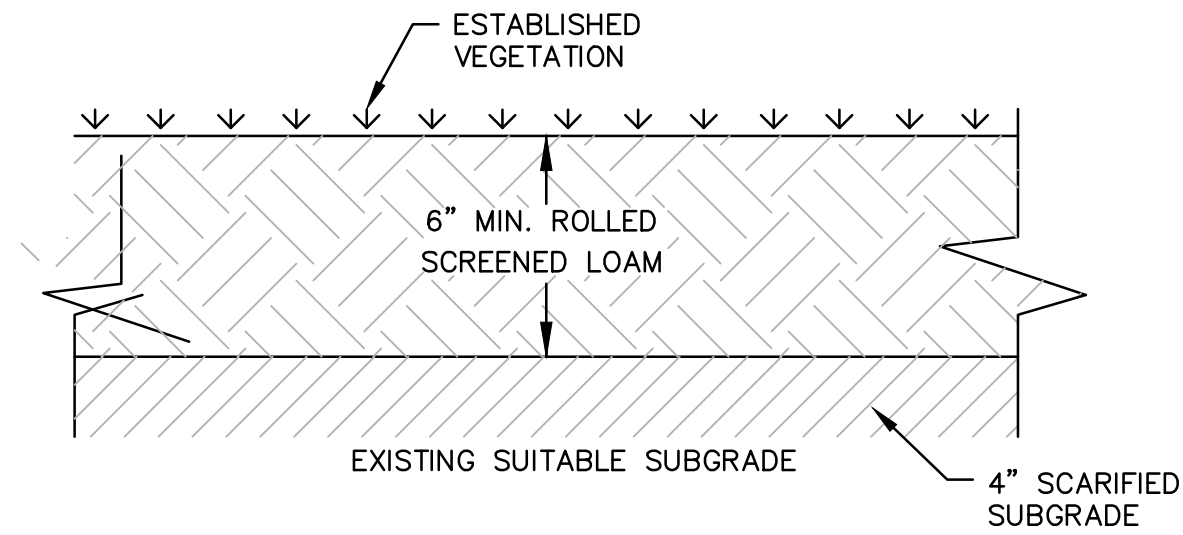
GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: AS NOTED DATE: AUGUST 26, 2022

JOB NO. FILE NAME: DESIGNED BY: J.P.G. PLAN NO.
2170-DETAILS-BID-1 DRAWN BY: J.P.G. 4 OF 5
CHECKED BY: M.J.C.



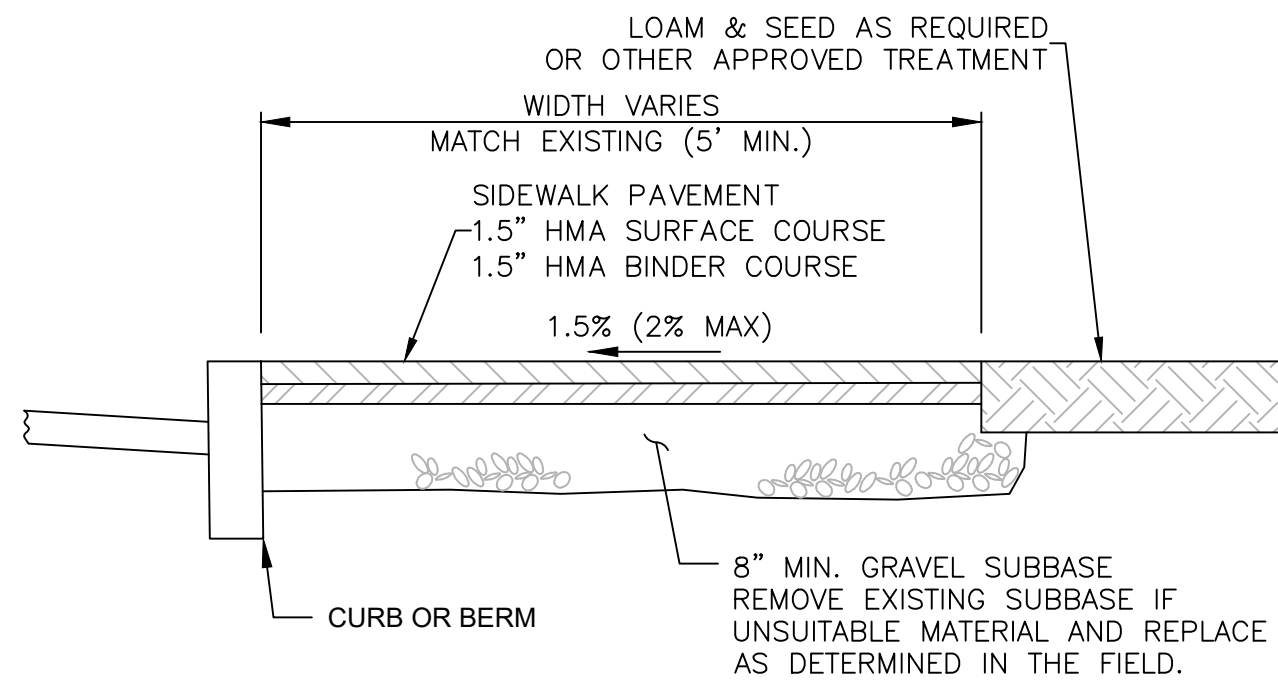
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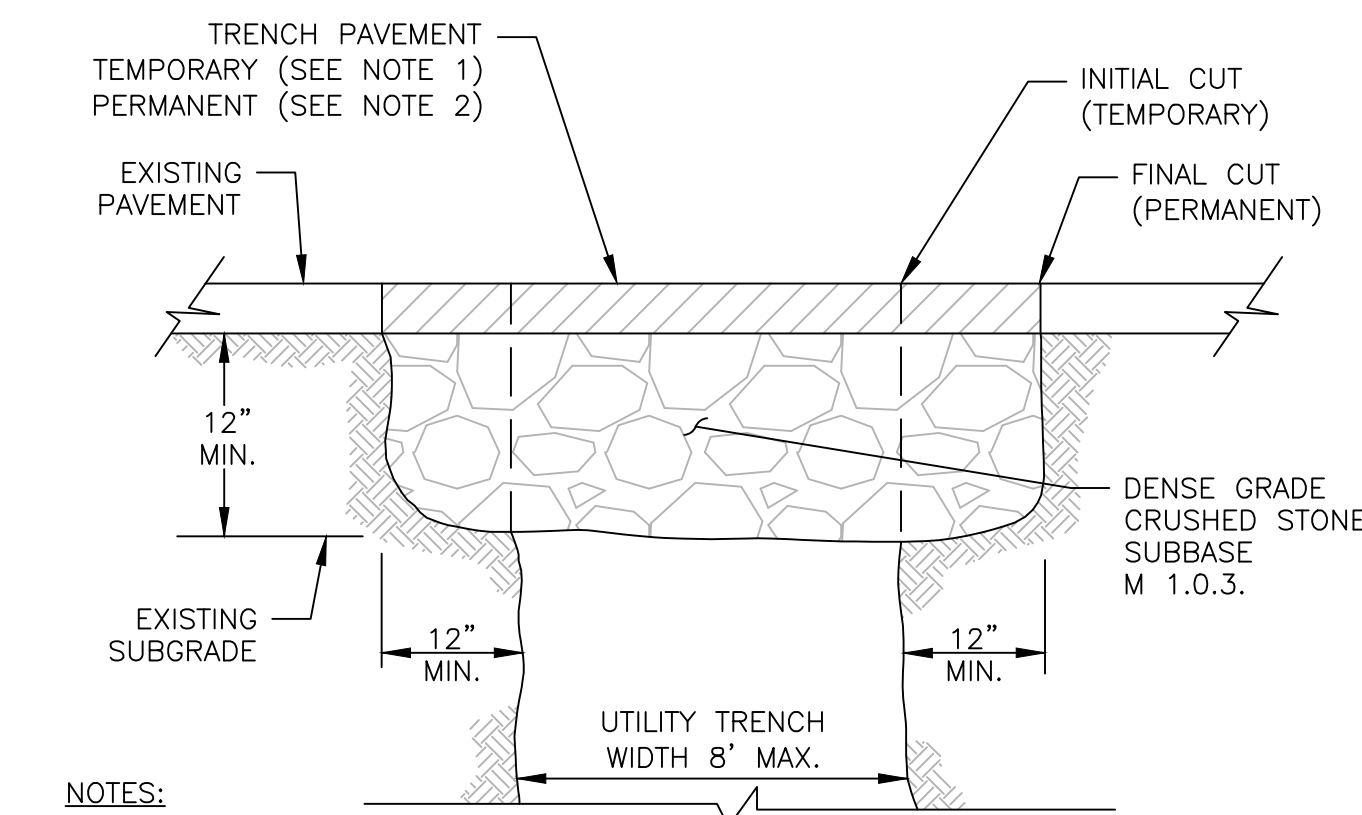
NOTES:

1. ALL DISTURBED AREAS TO BE LOAMED WITH A MINIMUM OF 4-INCHES OF SCREENED LOAM IN ACCORDANCE WITH MASSACHUSETTS HIGHWAY DEPARTMENT (MHD) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES SECTION 751. LOAM MATERIAL SHALL MEET MHD M1.05.0 MATERIAL SOURCE AND IN-PLACE LABORATORY ANALYTICAL TESTING OF LOAM FOR COMPLIANCE WITH M1.05.0 MAY BE REQUIRED BY THE OWNER PRIOR TO PLACEMENT AND FINAL ACCEPTANCE.
2. AFTER PLACEMENT, ROLLING AND RAKING OF THE SCREENED TOPSOIL, SEEDING AND FERTILIZING OF THE TOP SOIL SHALL BE IN ACCORDANCE WITH MHD STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES SECTION 765. IF NECESSARY, REFERTILIZATION SHALL OCCUR IN ACCORDANCE WITH MHD SECTION 766.
3. MULCHING SHALL BE IN ACCORDANCE WITH MHD SECTION 767, FOR AREAS SPECIFICALLY INDICATED ON THE DRAWINGS, OR AS FIELD CONDITIONS MAY WARRANT.
4. SEED MIX, FERTILIZER AND MULCHING MATERIALS SHALL COMPLY WITH SECTION M6 OF MHD STANDARD SPECIFICATIONS FOR ROADSIDE DEVELOPMENT MATERIALS. SUBMITTAL REQUIREMENTS MAY INCLUDE PRODUCT LABELS OR LABORATORY ANALYTICAL TESTING, AS MAY BE REQUESTED BY THE OWNER OR THEIR AGENTS.

**LOAM & SEED
N.T.S.**



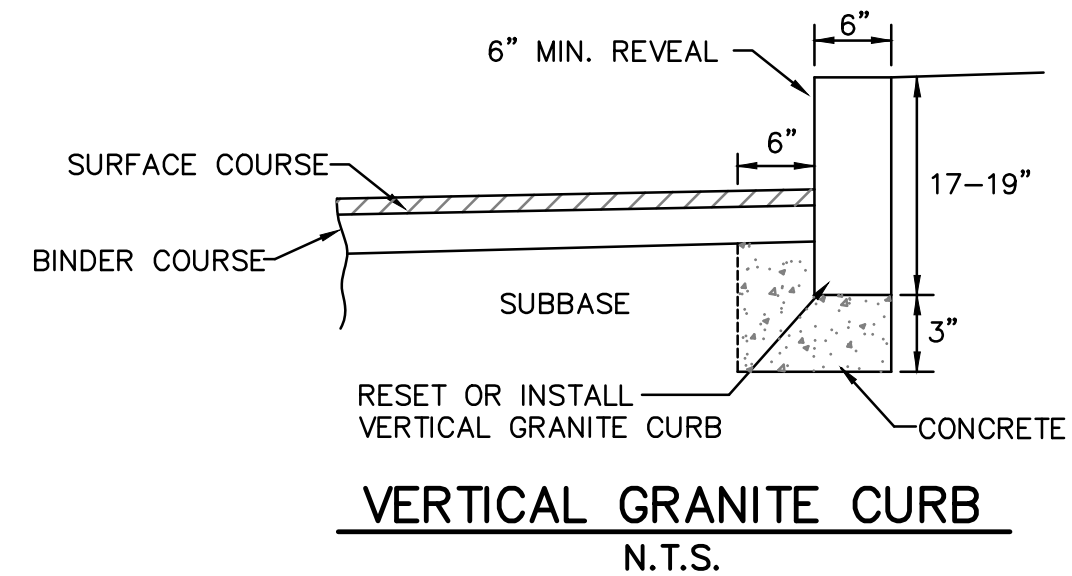
**HOT MIX ASPHALT SIDEWALK
N.T.S.**



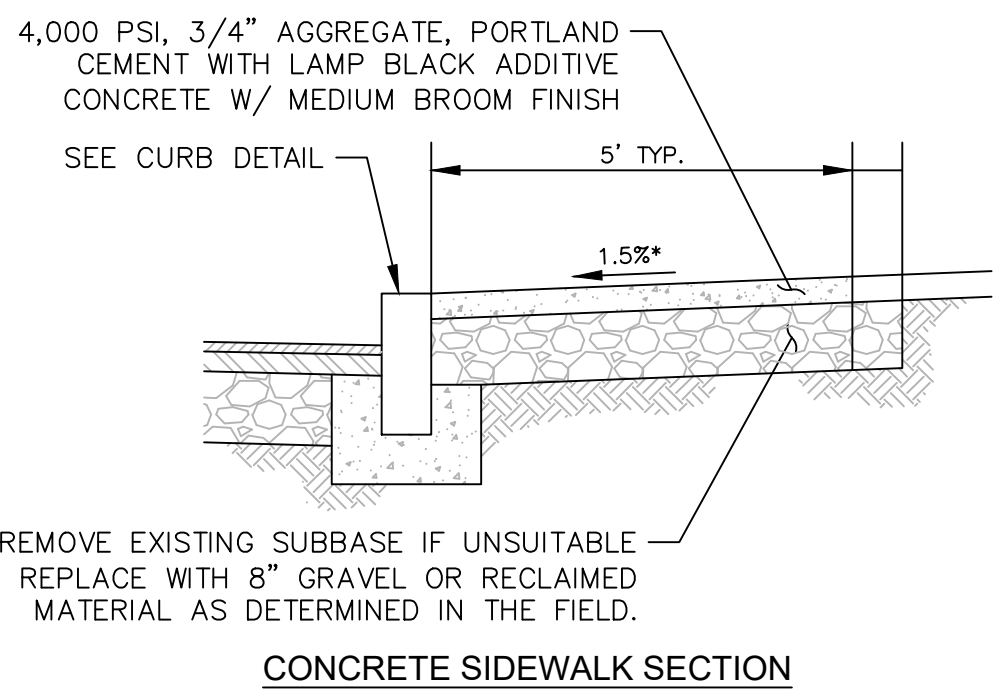
NOTES:

1. **TEMPORARY TRENCH PAVEMENT:** 3" OF HOT MIX ASPHALT TO BE USED AT THE END OF EACH WORK DAY TO STABILIZE TRENCHES. THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE FOR TEMPORARY TRENCH PAVEMENT. THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY TRENCH PAVEMENT THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITY AT NOT ADDITIONAL COST TO THE CONTRACT.
2. **PERMANENT TRENCH PAVEMENT:** 4.5" OF HOT MIX ASPHALT TO BE PLACED AND COMPACTED IN TWO SEPARATE LIFTS - 3" BINDER COURSE AND 1.5" TOP COURSE. IF THE EXISTING PAVEMENT IS GREATER THAN 5" IN DEPTH, THE CONTRACTOR SHALL PLACE PERMANENT TRENCH MATCHING THE DEPTH OF THE EXISTING PAVEMENT. TRENCH EDGE SHALL BE CUT BACK A MINIMUM OF 12" PRIOR TO PLACING THE PERMANENT PAVEMENT. ALL EDGES SHALL BE SANDED AND SEALED. THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE FOR PERMANENT TRENCH PAVEMENT.
3. ALL TRENCHES SHALL BE SAW CUT ONLY. NO OTHER METHOD OF CUTTING THE EXISTING PAVEMENT SHALL BE ACCEPTABLE. THIS WORK SHALL BE INCLUDED IN THE ASSOCIATED TRENCH ITEM.

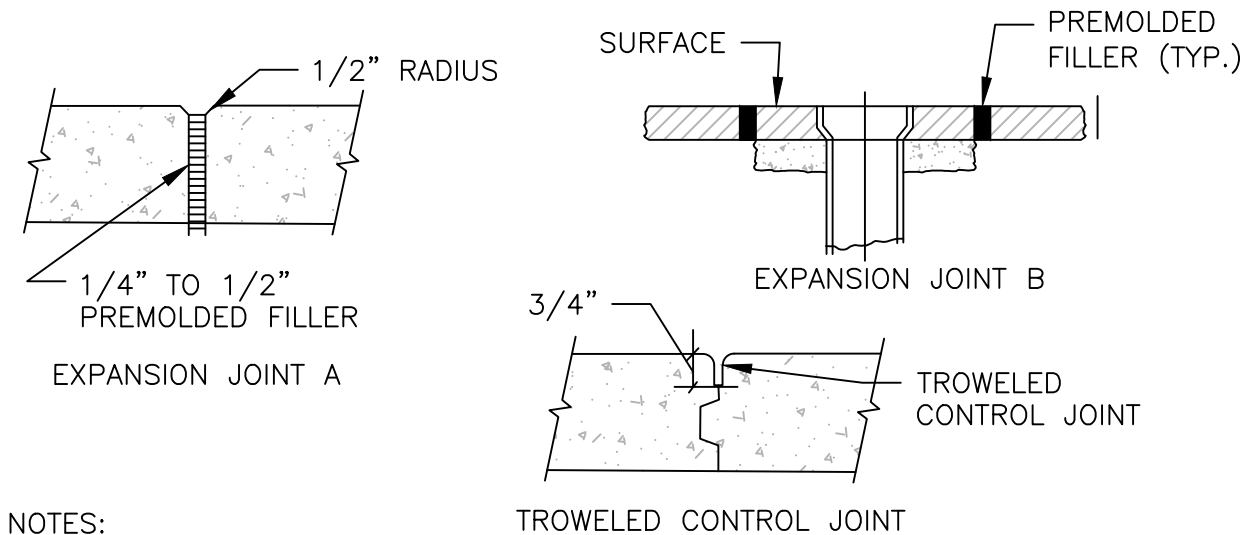
**TEMPORARY TRENCH PAVEMENT WITH 12" CUTBACKS DETAIL
N.T.S.**



**VERTICAL GRANITE CURB
N.T.S.**



CONCRETE SIDEWALK SECTION



NOTES:

1. SIDEWALK THICKNESS SHALL BE 4" FOR SIDEWALKS AND 6" FOR DRIVEWAYS & WHEELCHAIR RAMPS
2. EXPANSION JOINTS (TYPE A) TO BE PLACED EVERY 20'
3. EXPANSION JOINT B TO BE PLACED AT ALL CASTINGS, SIGNS, STRUCTURES, UTILITY POLES, HYDRANTS, ETC.
4. TROWELED CONTROL JOINTS TO BE PLACED EVERY 5'

**CEMENT CONCRETE SIDEWALK
N.T.S.**

EROSION AND SEDIMENT CONTROL MAINTENANCE

DURING CONSTRUCTION, AS SMALL AN AREA OF SOIL AS POSSIBLE SHOULD BE EXPOSED OR AS SHORT A TIME AS POSSIBLE. AFTER CONSTRUCTION, GRADE, RESPREAD TOPSOIL, AND STABILIZE SOIL BY SEEDING AND MULCHING AS TO PREVENT EROSION.

ALL SEDIMENTATION AND EROSION CONTROL DEVICES SHALL BE INSPECTED DURING CONSTRUCTION ON A DAILY BASIS AND FOLLOWING ALL STORMS BY THE RESIDENT ENGINEER. THE CONTRACTOR SHALL MAINTAIN AND MAKE REPAIRS AND REMOVE SEDIMENT AS REQUESTED BY THE RESIDENT ENGINEER. THIS WORK SHALL BE PERFORMED WITHIN 24 HOURS OF REQUEST.

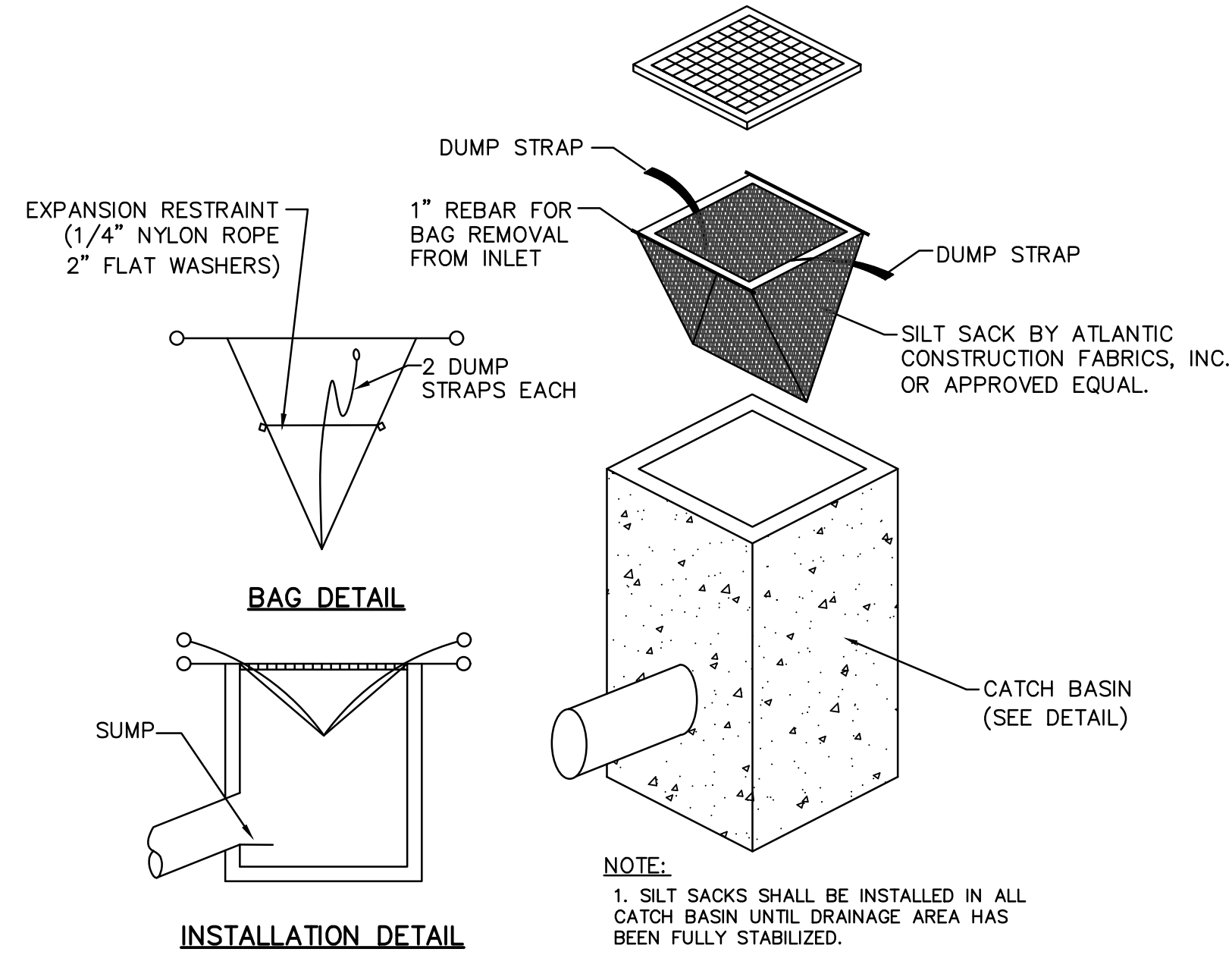
THE CONTRACTOR SHALL CLEAN SEDIMENT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, AND PIPES AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REPAIR ALL ERODED AREAS AND ENSURE A GOOD STAND OF TURF IS ESTABLISHED THROUGHOUT.

TRENCHES WITHIN PAVED ROADWAY TO BE CLOSED WITH 3" TEMPORARY PAVEMENT AT THE END OF EACH WORK DAY.

CONTRACTOR TO PERFORM STREET SWEEPING AT THE END OF EACH WORK DAY.

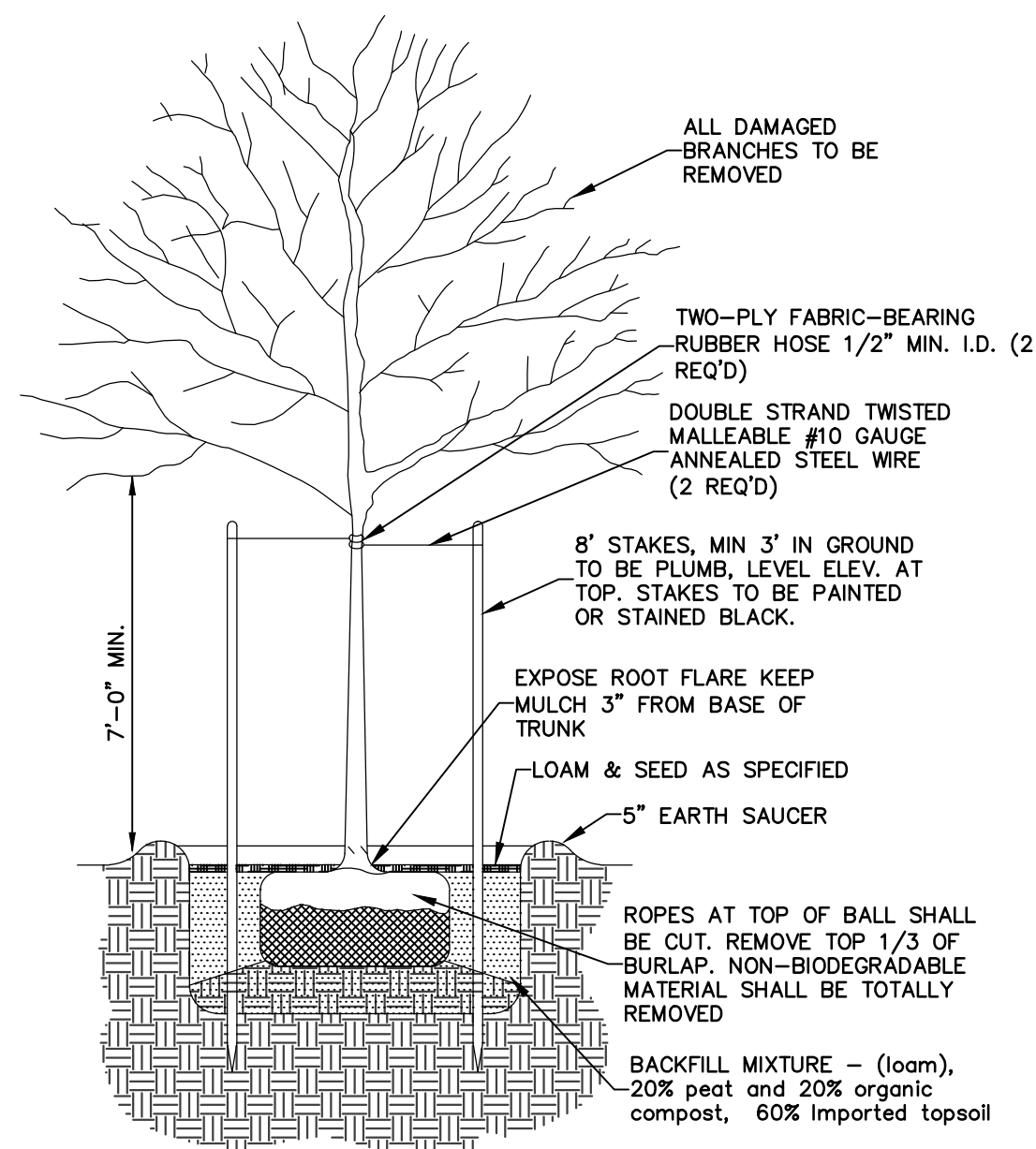
EROSION CONTROL FIBER ROLL SHALL BE INSTALLED ALONG THE TOE OF SOIL/GRAVEL STOCK PILE AREA, AND ANY OTHER LOCATIONS WHERE EROSION MAY OCCUR DURING CONSTRUCTION AND AS DIRECTED BY ENGINEER.

FIBER ROLL IS PART OF THE SLOPE PROTECTION AND EROSION CONTROL MEASURES AS SPECIFIED IN THE MISCELLANEOUS WORK AND CLEAN-UP ITEMS AND PAID UNDER ITEM 6B.

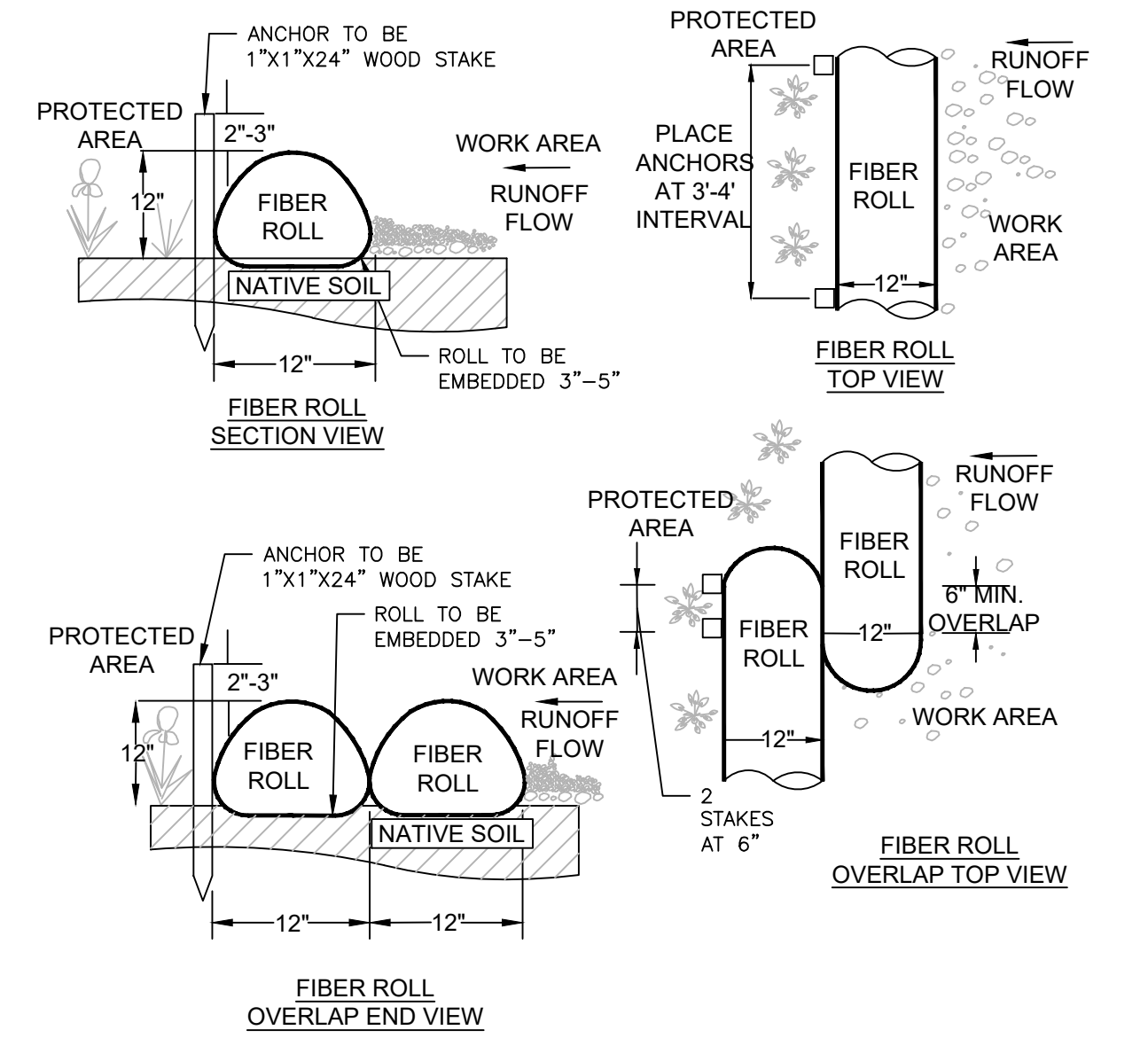


NOTE:
1. SILT SACKS SHALL BE INSTALLED IN ALL CATCH BASIN UNTIL DRAINAGE AREA HAS BEEN FULLY STABILIZED.

**SILT SACK DETAIL
N.T.S.**



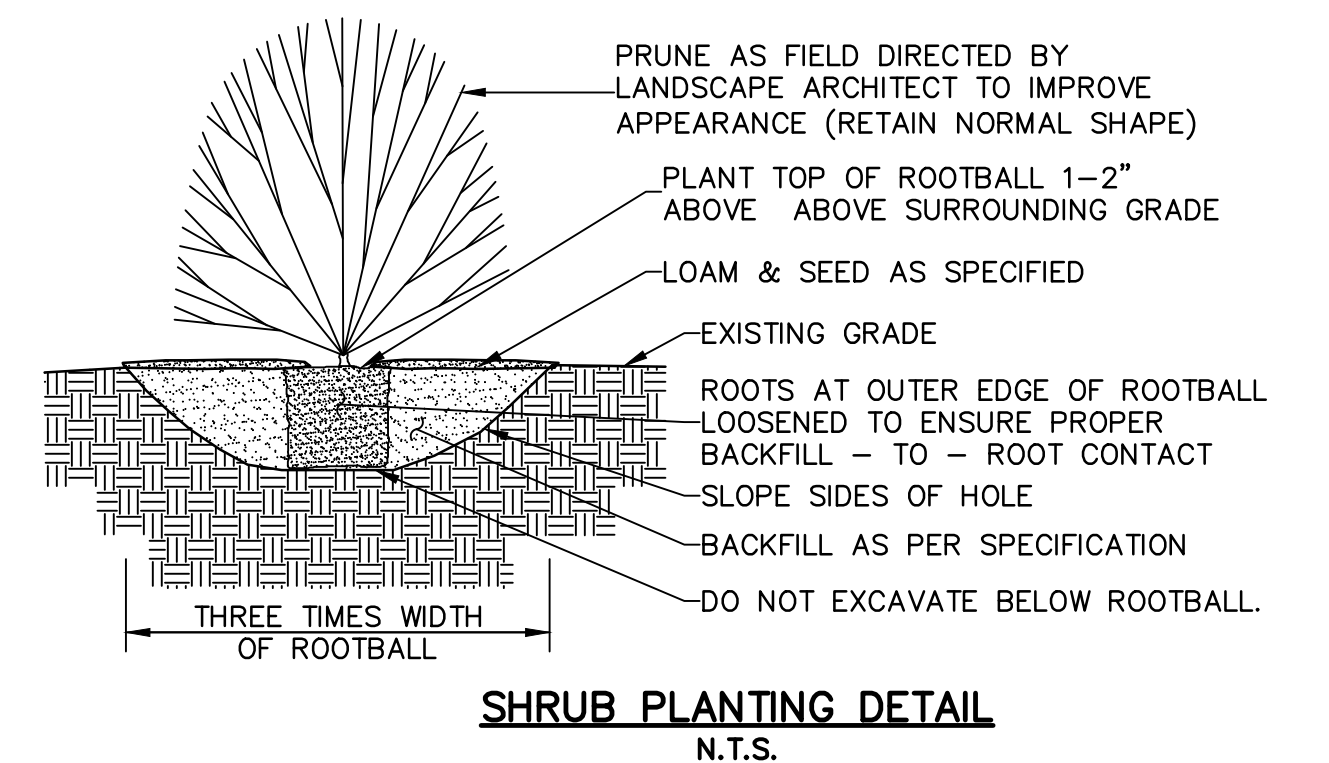
**DECIDUOUS TREE PLANTING DETAIL
N.T.S.**



NOTES:

1. FIBER ROLL FABRIC MATERIAL - JUTE MESH OR OTHER APPROVED BIODEGRADABLE MATERIAL. FILL MATERIAL - WEED FREE STRAW, COMPOST, WOOD EXCELSIOR, WOOD CHIPS OR COIR. FIBER ROLLS MAY BE FILLED ON SITE OR SHIPPED.
2. ENSURE PROPER LOCATION AT SITE FOR EFFECTIVENESS.
3. ROLLS SHALL BE PLACED AND STAKED IN PLACE AS REQUIRED TO ENSURE STABILITY AGAINST WATER FLOWS.
4. FIBER ROLLS SHALL BE STAKED AT 3' TO 4' ON CENTER.
5. ROLLS SHALL BE TAMPED TO ENSURE GOOD CONTACT WITH SOIL.
6. INSPECT AFTER EACH RAINFALL OR DAILY DURING RAINFALL EVENTS. CORRECT ALL DEFICIENCIES IMMEDIATELY.
7. FAILURE INCLUDES BUT IS NOT LIMITED TO WASHOUT, OVERTOPPING, CLOGGING, AND EROSION. IF OVERTOPPING OR WASHOUT OCCURS, NEW FIBER ROLLS WITH ADDITIONAL STAKING OR STRAW MATERIAL SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.
8. FIBER ROLLS SHALL BE REMOVED ONCE SITE WORK IS COMPLETE, SITE IS STABLE, ADEQUATE GROWTH HAS BEEN ESTABLISHED AND AS DIRECTED BY THE ENGINEER. ROLL FABRIC SHALL BE CUT, REMOVED AND DISPOSED OF OFF-SITE BY THE CONTRACTOR AT NO ADDITIONAL COST.
9. FIBER ROLL IS PART OF THE SLOPE PROTECTION AND EROSION CONTROL MEASURES AS SPECIFIED IN THE MISCELLANEOUS WORK AND CLEAN-UP ITEMS AND PAID UNDER ITEM 6B.

**EROSION CONTROL FIBER ROLL
N.T.S.**



**SHRUB PLANTING DETAIL
N.T.S.**

BID SET

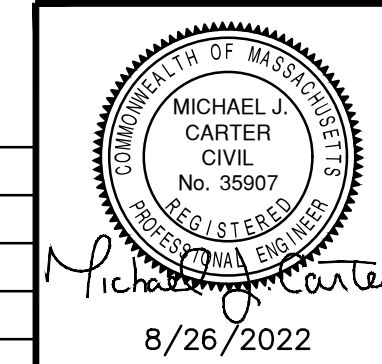
CONSTRUCTION DETAILS II

**CHESTER BROOK DRAINAGE OUTFALL
PREPARED FOR THE CITY OF WALTHAM**

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: AS NOTED DATE: AUGUST 26, 2022

JOB NO. FILE NAME: DESIGNED BY: J.P.G. PLAN NO.
2170-DETAILS-BID-1 DRAWN BY: J.P.G. 5 OF 5
CHECKED BY: M.J.C.



NO.	DATE	DESCRIPTION	BY