

INVITATION TO BID
FOR

Leslie Science and Nature Center Barrier Free Pathway Improvements



Due: 10:00 a.m., Thursday, June 7, 2012

ITB- 4234

Issuing Office:
CITY OF ANN ARBOR
Procurement Unit
301 E. Huron Street
Ann Arbor, Michigan 48104

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents	TC-1
Advertisement	AD-1
Contract Compliance and Living Wage Forms	1 to 4
Notice of Pre-Bid Conference	NP-1
Instructions to Bidders.....	IB-1 to 3
Invitation to Bid.....	1 to 3
Bid Forms	BF-4 to BF-11
Contract	C-1 to 4
Bond Forms	B-1 to 2
General Conditions.....	GC-1 to 20
Standard Specifications	SS-1
General Requirements	SS-2
Detailed Specifications.....	1 to 47
 PLAN SHEETS	
Construction Plans.....	1 to 14

ADVERTISEMENT FOR
LESLIE SCIENCE AND NATURE CENTER BARRIER FREE PATH IMPROVEMENTS
CITY OF ANN ARBOR, MICHIGAN

ITB NO. 4234

Sealed Bids that include an original bid document and one additional proposal section copy will be received by the **Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building, Ann Arbor, Michigan on or before Thursday, June 7, 2012 by 10:00 a.m.** local time for renovations to Leslie Science and Nature Center and all associated work as specified and detailed. Bids will be publicly opened and read aloud at this time. Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered.

Work to be done includes removal of existing asphalt pathways and construction of concrete pathways as well as a section of 'Filterpave', which is a recycled glass product.

Bid documents entirely downloadable on the Michigan Governmental Trade/BidNet (MITN) website at www.mitn.info and on the Purchasing page of the City of Ann Arbor's website at <http://www.a2gov.org/government/financeadminservices/procurement/Pages/OpenBidsandProposals.aspx> on or after or after Monday, May 21, 2012. The City will not be distributing paper copies of the plan or specifications.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6576.

CITY OF ANN ARBOR, MICHIGAN

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- _____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2012.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

**Questions about this form? Please contact:
Procurement Office City of Ann Arbor - 734/794-6576**

→ *Rate effective April 30, 2012* ←

\$12.17 per hour

if the employer provides health care benefits*

\$13.57 per hour

if the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time ***must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.***

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violations of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

For Additional Information or to File a Complaint

Contact:

**Linda Newton
Procurement Officer**

734/794-6576 or lnewton@a2gov.org

Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The law requires employers to display this poster where employees can readily see it.

CITY OF ANN ARBOR PROCUREMENT OFFICE
CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR PROCUREMENT OFFICE

Form #2

CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec./Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

NOTICE OF PRE-BID CONFERENCE

A pre-bid meeting will be held at the Leslie Science and Nature Center, 1831 Traver Road, Ann Arbor, 48107 – see location map) on **Wednesday, May 30, 2012 at 2:00 p.m.**

Questions may be emailed to Amy Kuras at akuras@a2gov.org. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.

This meeting is highly recommended. Questions will be accepted no later than Friday, June 1, 2012.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

Any Bid which does not conform fully with these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Bid.

Bids must be submitted on Page Number BF 4-7 and on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before Friday, June 1, 2012 by 10:00 a.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to akuras@a2gov.org

Bid Process and HR Compliance questions emailed to Lnewton@a2gov.org.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not

relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before (date) by (time). Bids submitted via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4234 – Leslie Science and Nature Center Barrier Free Path Improvements.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to

Base Bid Bids.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the “Alternate” section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Purchasing Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to

preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Contract Compliance Forms (copy attached) or an acceptable equivalent.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

All information in a submitter’s bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the “Freedom of Information Act”. This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who’s decision shall be final.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole

or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2012.

Bidder's/Contractor Name

Official Address

Authorized Signature of Bidder

Telephone Number

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this proposal is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal: _____
(initial here)

BID FORMS
Leslie Science and Nature Center Barrier Free Path Improvements

BASE BID

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Mobilization	1	LS	\$ _____	\$ _____
2. Silt Fence	280	LF	\$ _____	\$ _____
3. Inlet Filter	2	EA	\$ _____	\$ _____
4. Tree Protection Fence	531	LF	\$ _____	\$ _____
5. Tree Removal	11	EA	\$ _____	\$ _____
6. Stockpile Topsoil	200	CY	\$ _____	\$ _____
7. Sawcut, Full Depth	25	LF	\$ _____	\$ _____
8. Concrete Curb Removal	55	LF	\$ _____	\$ _____
9. Asphalt Sidewalk Removal	4,500	SF	\$ _____	\$ _____
10. Remove Wooden Steps	1	LS	\$ _____	\$ _____
11. Remove Concrete Steps	3	EA	\$ _____	\$ _____
12. FilterPave Sidewalk	1,425	SF	\$ _____	\$ _____
13. Concrete Sidewalk	3,850	SF	\$ _____	\$ _____
14. Concrete Frost Slab	1	EA	\$ _____	\$ _____
15. Asphalt Sidewalk	0	SF	\$ _____	\$ _____
16. Aggregate Surface Course	350	SF	\$ _____	\$ _____
17. Large Boulder	20	EA	\$ _____	\$ _____
18. Medium Boulder	20	EA	\$ _____	\$ _____
19. Concrete Retaining Wall	25	LF	\$ _____	\$ _____
20. Wooden Steps	1	LS	\$ _____	\$ _____
21. Storm Yard Inlet	8	EA	\$ _____	\$ _____
22. 4" Perforated PVC	280	LF	\$ _____	\$ _____
23. 8" HDPE Storm Sewer	220	LF	\$ _____	\$ _____
24. 12" HDPE Storm Sewer	30	LF	\$ _____	\$ _____
25. 12" HDPE End Section	1	EA	\$ _____	\$ _____
26. Spread Topsoil from Stockpile	200	CY	\$ _____	\$ _____
27. Seed/Mulch Restoration	10,000	SF	\$ _____	\$ _____
28. Erosion Control Blanket	2,500	SF	\$ _____	\$ _____
TOTAL BASE BID \$ _____				

ALTERNATE 1

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Mobilization	1	LS	\$ _____	\$ _____
2. Silt Fence	280	LF	\$ _____	\$ _____
3. Inlet Filter	2	EA	\$ _____	\$ _____
4. Tree Protection Fence	531	LF	\$ _____	\$ _____
5. Tree Removal	11	EA	\$ _____	\$ _____
6. Stockpile Topsoil	130	CY	\$ _____	\$ _____
7. Sawcut, Full Depth	25	LF	\$ _____	\$ _____
8. Concrete Curb Removal	0	LF	\$ _____	\$ _____
9. Asphalt Sidewalk Removal	2,600	SF	\$ _____	\$ _____
10. Remove Wooden Steps	1	LS	\$ _____	\$ _____
11. Remove Concrete Steps	3	EA	\$ _____	\$ _____
12. FilterPave Sidewalk	1,425	SF	\$ _____	\$ _____

13. Concrete Sidewalk	2,100	SF	\$	_____	\$	_____
14. Concrete Frost Slab	0	EA	\$	_____	\$	_____
15. Asphalt Sidewalk	425	SF	\$	_____	\$	_____
16. Aggregate Surface Course	350	SF	\$	_____	\$	_____
17. Large Boulder	20	EA	\$	_____	\$	_____
18. Medium Boulder	20	EA	\$	_____	\$	_____
19. Concrete Retaining Wall	0	LF	\$	_____	\$	_____
20. Wooden Steps	0	LS	\$	_____	\$	_____
21. Storm Yard Inlet	8	EA	\$	_____	\$	_____
22. 4" Perforated PVC	280	LF	\$	_____	\$	_____
23. 8" HDPE Storm Sewer	220	LF	\$	_____	\$	_____
24. 12" HDPE Storm Sewer	30	LF	\$	_____	\$	_____
25. 12" HDPE End Section	1	EA	\$	_____	\$	_____
26. Spread Topsoil from Stockpile	200	CY	\$	_____	\$	_____
27. Seed/Mulch Restoration	7,000	SF	\$	_____	\$	_____
28. Erosion Control Blanket	1,500	SF	\$	_____	\$	_____

TOTAL ALTERNATE 1 \$ _____

ALTERNATE 2

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>		<u>UNIT PRICE</u>		<u>TOTAL</u>
1. Mobilization	1	LS	\$	_____	\$	_____
2. Silt Fence	280	LF	\$	_____	\$	_____
3. Inlet Filter	2	EA	\$	_____	\$	_____
4. Tree Protection Fence	531	LF	\$	_____	\$	_____
5. Tree Removal	11	EA	\$	_____	\$	_____
6. Stockpile Topsoil	200	CY	\$	_____	\$	_____
7. Sawcut, Full Depth	25	LF	\$	_____	\$	_____
8. Concrete Curb Removal	55	LF	\$	_____	\$	_____
9. Asphalt Sidewalk Removal	4,500	SF	\$	_____	\$	_____
10. Remove Wooden Steps	1	LS	\$	_____	\$	_____
11. Remove Concrete Steps	3	EA	\$	_____	\$	_____
12. FilterPave Sidewalk	0	SF	\$	_____	\$	_____
13. Concrete Sidewalk	5,275	SF	\$	_____	\$	_____
14. Concrete Frost Slab	1	EA	\$	_____	\$	_____
15. Asphalt Sidewalk	0	SF	\$	_____	\$	_____
16. Aggregate Surface Course	350	SF	\$	_____	\$	_____
17. Large Boulder	20	EA	\$	_____	\$	_____
18. Medium Boulder	20	EA	\$	_____	\$	_____
19. Concrete Retaining Wall	25	LF	\$	_____	\$	_____
20. Wooden Steps	1	LS	\$	_____	\$	_____
21. Storm Yard Inlet	8	EA	\$	_____	\$	_____
22. 4" Perforated PVC	280	LF	\$	_____	\$	_____
23. 8" HDPE Storm Sewer	220	LF	\$	_____	\$	_____
24. 12" HDPE Storm Sewer	30	LF	\$	_____	\$	_____
25. 12" HDPE End Section	1	EA	\$	_____	\$	_____
26. Spread Topsoil from Stockpile	200	CY	\$	_____	\$	_____
27. Seed/Mulch Restoration	10,000	SF	\$	_____	\$	_____
28. Erosion Control Blanket	2,500	SF	\$	_____	\$	_____

TOTAL ALTERNATE 2 \$ _____

PAY ITEM DESCRIPTIONS

1. Mobilization
 - a. includes all costs for performing the work as specified and as indicated on the Construction Documents
2. Silt Fence
 - a. measured in place by length in feet
 - b. includes all costs for performing the work as specified and as indicated on the Construction Documents
3. Inlet Filter
 - a. measured in place as a unit
 - b. includes all costs for performing the work as specified and as indicated on the Construction Documents
4. Tree Protection Fence
 - a. measured in place by length in feet
 - b. includes all costs for performing the work as specified and as indicated on the Construction Documents
5. Tree Removal
 - a. measured in place as a unit
 - b. includes, but is not limited to the following: cut down tree, mulch tree, stockpile mulch on site, and remove stump
6. Stockpile Topsoil
 - a. measured in place by volume in cubic yards
 - b. includes the excavation and stockpiling of topsoil as specified and as indicated on the Construction Documents
7. Sawcut, Full Depth
 - a. measured in place by length in feet
 - b. includes all costs for performing the work as specified and as indicated on the Construction Documents
8. Concrete Curb Removal
 - a. measured in place by length in feet
 - b. includes the removal and disposal off-site of existing concrete curb as indicated on the Construction Documents
9. Asphalt Sidewalk Removal
 - a. measured in place by area in square feet
 - b. includes the removal and disposal off-site of existing asphalt sidewalk and base material as indicated on the Construction Documents
10. Remove Wooden Steps
 - a. measured in place as a unit
 - b. includes the removal and disposal off-site of existing wooden steps as indicated on the Construction Documents
11. Remove Concrete Steps
 - a. measured in place as a unit
 - b. includes the removal and disposal off-site of existing concrete steps and base material as indicated on the Construction Documents
12. FilterPave Sidewalk
 - a. measured in place by area in square feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the overcoat, glass wearing course, choker course, and subbase material as specified and as indicated on the Construction Documents

13. Concrete Sidewalk
 - a. measured in place by area in square feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the reinforced concrete sidewalk, subbase material, control joints and expansion joints as specified and as indicated on the Construction Documents
14. Concrete Frost Slab
 - a. measured in place as a unit
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the reinforced concrete footings, reinforced concrete sidewalk, subbase material, control joints and expansion joints as specified and as indicated on the Construction Documents
15. Asphalt Sidewalk
 - a. measured in place by area in square feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the asphalt surface course and subbase material as specified and as indicated on the Construction Documents
16. Aggregate Surface Course
 - a. measured in place by area in square feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the aggregate surface course and subbase material as specified and as indicated on the Construction Documents
17. Large Boulder
 - a. measured in place as a unit
 - b. includes the installation of the large boulder as indicated on the Construction Documents
18. Medium Boulder
 - a. measured in place as a unit
 - b. includes the installation of the medium boulder as indicated on the Construction Documents
19. Concrete Retaining Wall
 - a. measured in place by length in feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the reinforced concrete retaining wall as specified and as indicated on the Construction Documents
20. Wooden Steps
 - a. measured in place as a unit
 - b. includes earthwork as necessary and the installation of the wooden steps as specified and as indicated on the Construction Documents
21. Storm Yard Inlet
 - a. measured in place as a unit
 - b. includes earthwork as necessary and the installation of the storm yard inlet as specified and as indicated on the Construction Documents
22. 4" Perforated PVC
 - a. measured in place by length in feet
 - b. includes the installation of the 4" perforated PVC as specified and as indicated on the Construction Documents
23. 8" HDPE Storm Sewer
 - a. measured in place by length in feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the storm sewer piping as specified and as indicated on the Construction Documents
24. 12" HDPE Storm Sewer
 - a. measured in place by length in feet
 - b. includes earthwork as necessary, preparation of the subgrade, and the installation of the storm sewer piping as specified and as indicated on the Construction Documents

25. 12" HDPE End Section
 - a. measured in place as a unit
 - b. includes earthwork as necessary and the installation of the end section as specified and as indicated on the Construction Documents
26. Spread Topsoil from Stockpile
 - a. measured in place by volume in cubic yards
 - b. includes preparation of the subgrade and the spreading and compacting of stockpiled topsoil as specified and as indicated on the Construction Documents
27. Seed/Mulch Restoration
 - a. measured in place by area in square feet
 - b. includes the spreading of seed and mulch as specified and as indicated on the Construction Documents
28. Erosion Control Blanket
 - a. measured in place by area in square feet
 - b. includes the installation of erosion control blanket as specified and as indicated on the Construction Documents

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder

BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron St., Ann Arbor, Michigan 48104 (“City”) and

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “LESLIE SCIENCE AND NATURE CENTER BARRIER FREE PATH IMPROVEMENTS” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service area means Parks and Recreation Services

Supervising Professional means Sumedh Bahl or other persons acting under the authorization of the Director of the Administering Department.

Project means **Leslie Science and Nature Center Barrier Free Path Improvements
Bid No. 4234**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor’s receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within 30 consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the

Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to **\$50.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

_____ Dollars \$ _____
Use words Use numbers

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By: _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Sumedh Bahl, Community Services
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, for: _____ and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

(Name of Principal)

By

By

(Signature)

(Signature)

Its

Its

(Title of Office)

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____ of _____, (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City, dated _____, for: _____; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 3 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Drawings/Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.83 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.19 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2012, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the year 20 12. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior

calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Section 5 - Non-Discrimination

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of

Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price

shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and The City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred.

The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right to Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its

expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property

damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name

of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of 'A' Overall and a minimum Financial Size Category of 'V'. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 201____, to
_____, 20____, performed any work, furnished any materials, sustained any loss, damage or
delay, or otherwise done anything in addition to the regular items (or executed change orders) set
forth in the Contract titled

_____,
for which I shall ask, demand, sue for, or claim compensation or extension of time from the City,
except as I hereby make claim for additional compensation or extension of time as set forth on the
attached itemized statement. I further declare that I have paid all payroll obligations related to this
Contract that have become due during the above period and that all invoices related to this Contract
received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement
attached regarding a request for additional compensation or extension of time.

Contractor

Date

By
(Signature)

Its
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____ 20__, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled _____.

The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

By

(Signature)

Its

(Title of Office)

Subscribed and sworn to before me, on this ____ day of _____, 2012

_____, _____ County, Michigan

Notary Public

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

The Standard Specifications are available for public viewing on the City of Ann Arbor Website: www.a2gov.org/government/publicservices/project_management/privatedev/Pages/Standardspecificationbook.aspx

**DETAILED SPECIFICATIONS
FOR
GENERAL REQUIREMENTS**

GENERAL REQUIREMENTS

- A. INVESTIGATIONS - The Contractor shall have visited the site, consulted all applicable drawings and records of existing utilities in the Contract area and made all other necessary investigation of sub-surface conditions which might affect the work required by this Contract before submission of his/her bid. It shall be understood and agreed that the Contractor assumes all risks involved in performing the excavating work required by this Contract and that his/her bid shall include the cost of all investigations.
- B. SURVEY, MEASUREMENT AND LAYOUT - The Contractor will provide survey work necessary for grading and layout of the project. All layout and staking is subject to approval by the Parks and Recreation Services prior to proceeding with excavation and construction.
- C. MINOR CHANGES - It shall be understood and agreed that should minor changes or deviations from the finished grades shown on the drawings be required by the Landscape Architect, they shall be made by the Contractor at no additional cost therefore.
- D. PROTECTION - The Contractor shall erect and maintain fences, guardrails, and provide any other necessary safeguards to protect the public, the work and all property from any hazards that are an inherent part of the work under this Contract.

DETAILED SPECIFICATION FOR MACHINE GRADING

DESCRIPTION

This work shall consist of constructing earth grades by excavating, cutting, filling, trimming, and grading; furnishing and placing a 3-inch thick layer of topsoil; seeding and mulching; turf establishment and general restoration in accordance with the Detailed Specifications elsewhere herein; and maintaining the work in a finished condition until such time that it is accepted by the Supervising Professional. This work shall be done as shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional, and in accordance with Section 205 of the 2003 edition of the MDOT Standard Specification for Construction, except as specified herein.

CONSTRUCTION METHOD

The Contractor shall construct earth grades as required to develop the typical and/or detailed cross-section(s) as shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional. This shall include, but not be limited to, the excavation of bituminous pavement, soil, rocks of any size, stumps, logs and bricks; the removal and proper disposal off-site of surplus excavated material and material which is determined by the Supervising Professional to be unsuitable for re-use; the scarifying, plowing, disking, moving and shaping of earth; the trimming, grading, compaction and proof-rolling of the prepared subgrade; the importing, furnishing, placement and compaction of embankment and/or fill materials; the full depth saw-cutting of pavement at the removal limits; the grading of sideslopes; the furnishing and placing of a 3-inch thick layer of topsoil; seeding, turf establishment and general restoration in accordance with the Detailed Specifications elsewhere herein and the general items of the work as specified herein.

The Contractor shall remove, add to, re-shape, re-grade, and re-compact the existing court or pathway surface materials, and shall construct the court areas, parking lots, or pathways to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Supervising Professional, for this work. Use of each specific piece of equipment is subject to the approval of the Supervising Professional.

The Contractor shall remove other surface features located within the grading limits and not otherwise identified, as directed by the Supervising Professional.

The Contractor shall move excavated and/or imported materials longitudinally and/or transversely where necessary, and as directed by Supervising Professional.

The Contractor shall keep the work well graded and drained at all times.

The Contractor shall not use rubber-tired equipment on the subgrade, when its use causes or may cause, in the opinion of the Supervising Professional, damage to the subgrade. The Contractor shall conduct its operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the subgrade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, subgrade.

The Contractor is solely responsible for the maintenance and protection of the subgrade. Further, any damage to the subgrade which, in the opinion of the Supervising Professional, is caused as a result of the Contractor's

operation(s), or its subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the Supervising Professional, for the purposes of the Contractor's maintenance and protection of the subgrade. The Contractor shall not be entitled to any additional compensation for the implementation of these procedures.

The Contractor shall perform all rough and/or finish grading and compaction to the grades shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional.

The Contractor shall proofroll all graded and compacted surfaces in the presence of the Supervising Professional. The Supervising Professional will monitor the proofrolling operation to locate deleterious and/or uncompacted materials, and will direct undercuts as necessary.

At various times throughout the work, the Supervising Professional may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

The Contractor shall continuously maintain all drive entrances located within the construction limits.

**DETAILED SPECIFICATION FOR
CLASS II SAND - C.I.P.
21AA LIMESTONE - C.I.P.**

DESCRIPTION

This work shall consist of constructing an aggregate subbase or base course on an existing aggregate surface, or on a prepared subgrade in accordance with Sections 301, 302 and 307 of the 2003 edition of the MDOT Standard Specifications for Construction, except as specified herein.

MATERIAL

The materials used for this work shall be MDOT 21AA, and Class II granular material meeting the requirements of the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHOD

Sand or aggregate courses shall not be placed if, in the opinion of the Supervising Professional, there are any indications that they may become frozen before their specified densities are obtained.

Sand or aggregate courses shall not be placed on a frozen base, subbase or subgrade.

The Contractor shall not use rubber-tired equipment on the grade, when its use causes, or may cause, in the opinion of the Supervising Professional, damage to the grade. The Contractor shall conduct his/her operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the grade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, grade.

The Contractor is solely responsible for the maintenance and protection of the grade. Further, any damage to the grade which, in the opinion of the Supervising Professional, is caused as a result of the Contractor's operation(s), or his/her subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the Supervising Professional, for the purposes of the Contractor's maintenance and protection of the grade.

The Contractor shall shape the base, subbase and subgrade to the elevations, crowns, and grades as specified on the Plans and as directed by the Supervising Professional. This may include regrading the subbase to provide different crown grades than those existing prior to the construction.

The Contractor shall remove, add to, re-shape, re-grade, and re-compact the existing subbase materials, and shall construct the game court, parking lot, driveways, pathways, and tennis courts to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional. The Contractor shall use blade graders, **maintainers**, vibratory rollers, and/or other equipment as necessary, and as directed by the Supervising Professional, for this work. Use of each specific piece of equipment is subject to the approval of the Supervising Professional.

The Contractor shall maintain the base, subbase and subgrade in a smooth, well drained condition at all times.

Sand and aggregate courses shall be placed in uniform layers such that when compacted, they have the thicknesses shown on the Plans, or as directed by the Supervising Professional. The loose measure of any layer shall not be more than 9-inches nor less than 4-inches.

Sand subbase and aggregate base courses shall be compacted to not less than 98% of their respective maximum unit weights, as determined by the AASHTO T-180 test.

All granular materials shall be deposited from trucks or through a spreader in a manner that will minimize segregation of material.

Manholes, valve boxes, inlet structures and curbs shall be protected from damage. Manholes & inlet structures shall be continuously cleaned of construction debris and properly covered at all times during the construction. Upon completion of each days work, manholes, water valve boxes, inlets and catch basins shall be thoroughly cleaned of all extraneous material.

At various times throughout the work, the Supervising Professional may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

MEASUREMENT AND PAYMENT

Where granular materials are used as base, as subbase, or as fill for undercuts in Machine Grading areas, items of work "Aggregate Base Course 21AA -C.I.P." and "Sand Subbase Course CL II - C.I.P." shall be measured and paid accordingly.

Where granular materials are used as fill for undercuts at locations other than Machine Grading areas, items of work "22A Aggregate - C.I.P.", "CL II Sand - C.I.P." and "21AA Limestone - C.I.P." shall be measured and paid accordingly.

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATIONS
FOR
SEEDING PROJECTS**

MATERIALS AND METHODS

Site restoration shall consist of applying topsoil to repair ruts, sunken areas, etc., seeding, fertilizing, mulching, and watering as described in the City of Ann Arbor Public Services Standard Specifications (specifically, Division III, Materials Standards, and Division VIII, Landscaping and Site Restoration).

Contractor shall call Miss Dig 811 for assistance in locating all underground utilities. Contractors shall be responsible for any damage to existing infrastructure, utilities, or other improvements and shall arrange for appropriate repairs to the satisfaction of the appropriate responsible party. Plant location diagrams indicate schematic layout only. Actual plant locations shall be staked in the field by Park Planning staff within 24 hours of notification by the Contractor that utilities have been marked (following utility clearance, staking does not relieve the Contractor of responsibility for any utility damaged).

Contractor shall coordinate with Park Planning staff to obtain approval of all plant materials (as to species, size, and general condition) prior to installation.

Seed mix shall be acquired from one of the following sources or as approved by the Parks and Recreation staff.

Maintained Turf Areas

LOW MAINTENANCE MIX supplied by Turfgrass Co., South Lyon, MI.

– 800-521-8873 Rick Lock or

SCHOOL LAWN MIX supplied by Rhino Seed, Brighton, MI. – 800-632-5640

The contractor must provide the source of seed mix supplier to the City prior to purchase or installation of materials on the project.

Mulch all seeded and restored areas with fresh crop straw per MDOT standard spec. or approved alternative stabilization efforts.

GUARANTEE PERIOD

Contractor shall be responsible for adjusting stakes if required, watering, and applying additional fertilizer as necessary to maintain the health and vigor of the plant materials and seeded areas within a one-year guarantee period. Dead plant materials shall be removed and replaced with the like materials prior to final acceptance at end of warranty period. Deficient turf establishment shall also be corrected and repaired as needed.

The contractor shall be responsible for removing any stakes and guy wires, if installed, after one year.

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

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

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining walks and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct walks or other adjacent occupied or used facilities without permission from Owner's Representative.
 - 2. Provide alternate routes around closed or obstructed areas if required by Owner's Representative.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- H. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

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

3.3 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Owner's Representative.

3.4 EXISTING UTILITIES

- A. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's Representative written permission.

3.5 CLEARING AND GRUBBING

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

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 12 inches (300 mm) in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

End Of Section

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for walks and turf and grasses.
2. Subbase course for concrete walks.
3. Subbase course for asphalt paving.
4. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping[**and stockpiling**] topsoil, and removal of above- and below-grade improvements and utilities.
2. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

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

D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet (9 m) in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.

E. Fill: Soil materials used to raise existing grades.

F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,700 lbf (128 kN) and stick-crowd force of not less than 18,400 lbf (82 kN) with extra-long reach boom; measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp (172-kW) flywheel power and developing a minimum of 47,992-lbf (213.3-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that exceed a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm) when tested by a geotechnical testing agency, according to ASTM D 1586.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
1. Geotextiles.
 2. Controlled low-strength material, including design mixture.
- B. Samples for Verification: For the following products, in sizes indicated below:
1. Geotextile: 12 by 12 inches (300 by 300 mm).

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
1. Classification according to ASTM D 2487.
 2. Laboratory compaction curve according to ASTM D 1557.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining walks and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct walks or other adjacent occupied or used facilities without permission from Owner's Representative.
 - 2. Provide alternate routes around closed or obstructed areas if required by Owner's Representative.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing," are in place.
- D. Do not commence earth moving operations until plant-protection measures specified on the Drawings are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; corresponding to MDOT 21AA.
- E. Surface Aggregate: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; corresponding to MDOT 23A.

- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- I. Sand: ASTM C 33; fine aggregate.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 157 lbf (700 N); ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf (630 N); ASTM D 4632.
 - 4. Tear Strength: 56 lbf (250 N); ASTM D 4533.
 - 5. Puncture Strength: 56 lbf (250 N); ASTM D 4833.
 - 6. Apparent Opening Size: No. 40 (0.425-mm) sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.5 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
 - 4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
 - 5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting, low-density, flowable concrete material produced from the following:
 - 1. Portland Cement: ASTM C 150, Type I.
 - 2. Fly Ash: ASTM C 618, Class C or F.
 - 3. Normal-Weight Aggregate: ASTM C 33, 3/4-inch (19-mm) nominal maximum aggregate size.
 - 4. Foaming Agent: ASTM C 869.
 - 5. Water: ASTM C 94/C 94M.
 - 6. Air-Entraining Admixture: ASTM C 260.

- B. Produce conventional-weight, controlled low-strength material with 200-psi (1,375-kPa) compressive strength when tested according to ASTM C 495.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
 - b. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Owner's Representative. The Contract Sum will be adjusted for rock excavation according to Contract provisions for changes in the Work. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling;; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
 - b. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches (300 mm) each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 - 4. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 - 3. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 SUBGRADE INSPECTION

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If Owner's Representative determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Representative, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Owner's Representative.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Owner's Representative.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing trash and debris.
 - 5. Removing temporary shoring and bracing, and sheeting.
 - 6. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- D. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches (300 mm) over the pipe or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 90 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
 - 2. Walks: Plus or minus 1/2 inch (13 mm).

3.15 SUBBASE AND BASE COURSES UNDER WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Shape subbase course to required crown elevations and cross-slope grades.
2. Place subbase course 6 inches (150 mm) or less in compacted thickness in a single layer.
3. Place subbase course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
4. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet (46 m) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Owner's Representative; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Owner's Representative.
 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

End Of Section

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt paving.
- B. Related Sections:
 - 1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each paving material, from manufacturer.
- B. Material Test Reports: For each paving material.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 2. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 - 4. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
 - 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a, PG 64-22.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.
- C. Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-70.
- D. Prime Coat: Asphalt emulsion prime coat complying with MDOT requirements.
- E. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Water: Potable.
- G. Undersealing Asphalt: ASTM D 3141, pumping consistency.

2.3 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Surface Course: MDOT 13A.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. (0.7 to 2.3 L/sq. m). Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.3 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at minimum temperature of 250 deg F (121 deg C).
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch (13 mm).
 - 2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Surface Course: 1/8 inch (3 mm).
 - 2. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. (836 sq. m) or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.7 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow milled materials to accumulate on-site.

End Of Section

SECTION 32 12 43

FILTERPAVE POROUS PAVEMENT SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Providing all material, labor, tools and equipment for installation of FilterPave porous pavement system as shown in the Contract Documents and as specified in this Section.
 - 2. The porous pavement system shall be used for pedestrian traffic.
- B. Related Sections:
 - 1. Division 31 Section "Earth Moving" for aggregate subbase.
 - 2. Division 32 Section "Storm Utility Drainage Piping" for sub-drainage system.

1.3 ACTION SUBMITTALS

- A. Submit manufacturer's shop drawings including Manufacturer's product data, samples and section layout.
- B. Provide MSDS information on the elastomeric binder material and ratio of binder to glass content.
- C. Submit qualifications certifying the installer is experienced in the installation of the specified products.
- D. Submit qualifications of Manufacturer's field representative certifying the field representative is experienced in the installation of the specified products.

1.4 QUALITY ASSURANCE

- A. The materials shall be provided from a single Manufacturer for the entire project.
- B. Prior to the awarding of the contract, the Contractor shall furnish the Owner's Representative a statement of qualifications, experience, and a project listing of successfully installed FilterPave projects, including site addresses and references.
- C. If the Contractor has no previous experience with the product, Contractor shall retain a Manufacturer approved site engineer to supervise base preparation, material production, placement, finishing and curing. Expense for the approved site professional shall be the Contractor's responsibility.
- D. Test Panels: If so required by the contract, the Contractor may be required to prepare test panels. Cost of creating and, if necessary, removing test panels shall be paid as a separate line item in the contract proposal. Test panels will be of the same depth and shall be placed upon the same sub-base as the project slab.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of full-thickness sections; surface finish, texture, and color; curing; and standard of workmanship.

2. Build mockups in the location and of the size indicated or, if not indicated, build mockups where directed by Owner's Representative and not less than 75 inches (1875 mm) by 75 inches (1875 mm).
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner's Representative specifically approves such deviations in writing.
4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

F. Pre-Installation Meeting: Prior to installation of any materials, conduct a pre-installation meeting to discuss the scope of work and review installation requirements. The pre-installation meeting shall be attended by all parties involved in the installation of the porous pavement system.

1. Manufacturer shall provide a qualified field representative on site at the start of construction to ensure the porous pavement system is installed in accordance with the Contract Documents.
2. Manufacturer of any substitute materials to be used shall certify that a representative can meet the above criteria and will be on site for initial construction start up. Manufacturers other than Presto will be required to provide proof the representative meets these qualifications.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
- B. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and out of direct sunlight and precipitation.
- C. The materials shall be delivered, unloaded and installed in a manner to prevent damage.

1.6 WARRANTY

- A. The Manufacturer shall warrant the material to be free from defects and workmanship at the time of manufacture. The Manufacturer's exclusive liability under this warranty or otherwise will be to furnish without charge to the original f.o.b. point a replacement for any areas which proves to be defective under normal use and service during the 1 year period which begins on the date of shipment. The Manufacturer reserves the right to inspect any allegedly defective area in order to verify the defect and ascertain its cause.
- B. This warranty shall not cover defects attributable to causes or occurrences beyond the Manufacturer's control and unrelated to the manufacturing process, including, but not limited to, abuse, misuse, mishandling, neglect, improper storage, improper installation, improper alteration or improper application.
- C. In no event shall the Manufacturer be liable for any special, indirect, incidental or consequential damages for the breach of any express or implied warranty or for any other reason, including negligence, in connection with the system.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Presto Geosystems, PO Box 2399, Appleton, Wisconsin 54912-2399. Toll Free (800) 548-3424. Phone (920) 738-1328. Fax (920) 738-1222. E-Mail info@prestogeo.com, Website www.prestogeo.com.

2.2 MATERIALS

- A. Proven locally available materials having a track record of satisfactory performance shall be used. However, recycled glass and elastomeric binder must be only as approved by the manufacturer and may not be locally produced without meeting Presto Geosystems specifications.

- B. Subbase Aggregate
 - 1. Requirements for subbase aggregate are specified in Division 31 Section “Earth Moving”.
- C. Choker Course
 - 1. A choker course of 1.5 inches of 1/4 to 3/8 inch clean, crushed aggregate shall be placed above the subbase aggregate.
 - 2. The choker course shall have less than 5% fines.
- D. Binder
 - 1. The high strength elastomeric binder shall be specifically formulated for FilterPave applications and provided by Presto’s approved Manufacturer.
 - 2. The elastomeric binder components shall be shipped in sealed and water-tight containers as specified by the Manufacturer.
 - 3. Once unsealed, the elastomeric binder packaging shall use Manufacturer-approved desiccant caps to assure that moisture is not introduced to either of the two-part components of the binder.
- E. Recycled Glass
 - 1. Recycled glass shall be post-consumer recycled glass, crushed and tumbled to meet the prescribed gradation with a maximum 5% fines.
 - 2. Glass shall only be supplied by a Presto certified, FilterPave supplier and tested to meet the specification. Improperly processed, recycled glass will not perform properly.
 - 3. All glass shall be shipped in commercial-grade, moisture-proof super sack bags with lifting straps, and shall be shipped upon wooden pallets to allow for safe loading, unloading and repositioning at the site.
- F. Mix Design
 - 1. Glass mix designs complete with sample test results shall be submitted to the Owner’s Representative for approval prior to placement of any materials.
 - 2. All glass shall be ¼ inch or less and shall generally conform to the percentages of particle diameter size indicated by Aggregate Gradation chart illustration shown below.

Aggregate Gradation

Sieve Size (in)	Sieve Opening (in)	% of ¼ Inch Minus Glass Retained on
3/8	.375	0
4	.187	9
5	.157	13
8	.0937	42
10	.0787	11
12	.0661	12
20	.0331	11
Pan	0	2

- G. Pigment
 - 1. Pigmentation of resin shall be added per the Manufacturer’s instruction.
 - 2. Colors shall only be chosen from the Presto Products standard palette made available to the certified contractor.
- H. Proportions

1. Contractor shall be required to meet Manufacturer's specification for proposed binder ratio (typically expressed as a percentage by weight of glass) and shall maintain this ratio within a plus or minus 5 percent tolerance.
 2. The recycled glass content will be derived from 100% post-consumer food and beverage containers cleaned, crushed, rounded and processed to meet Presto's approval criteria. General qualities at a minimum shall be 1/4 in maximum particle size with less than 5% passing the #200 sieve size with no more than 1% deleterious material including ceramics, plastic and metal to be present.
 3. Admixture ratios shall be dictated by site-specific weather conditions and approved by binder supplier. Contractor shall take all necessary precautions to accurately and thoroughly combine admixtures to prevent an early.
- I. Surface Overcoat
1. The overcoat material shall be supplied the Manufacturer.
 2. Surface over-coating shall be sprayed or roll applied with 1/4" to 3/8" nap rollers as per surface coat application guidelines.
- J. Geotextile
1. Requirements for satisfactory geotextiles are specified in Division 31 Section "Earth Moving".

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions are as indicated on the drawings. Notify the Owner's Representative if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout is as indicated on the drawings. Notify the Owner's Representative if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

3.2 INSTALLATION

- A. On-site time for installation assistance by the Manufacturer's field representative shall be two days with one trip. All travel and expense costs for Manufacturer's field representative installation assistance shall be included in the base bid price.
- B. Preparation
1. Remove loose material from compacted subbase surface immediately before placing concrete.
- C. Choker Course
1. Choker course shall be leveled to within 1/2 inch of specified elevation as shown in the Contract Documents.
- D. Formwork
1. Forms shall be made of wood, steel, or plastic.
 2. Forms shall be the full depth of the pavement.
 3. Forms shall be of sufficient strength and stability to support mechanical screeding equipment without deformation following spreading and strike-off operations.
 4. Non-petroleum based, 100% biodegradable vegetable oil shall be applied to forms, tools and any equipment that come into contact with the elastomeric binder such as Alderox ASA-12. Petroleum based release agent are NOT permitted.
 5. Forms shall not have stakes or spikes protruding above the top of the forms to assure even screeding of the poured material.
- E. Mixing and Placement

1. Mixing shall be with volumetric mixers specifically designed for FilterPave.
2. All mixing shall be on-site to reduce waste and impact to adjacent roadways.
3. The volumetric mixer and mixer components shall be kept dry until the binder can be introduced.
4. The volumetric mixer shall operate at a minimum of 300 RPM. The mixer shall instantaneously produce and discharge the material into the conveyance equipment and/or directly into forms to minimize working time.
5. Run mixer at a rate that limits start and stop events to ensure continuous discharge.
6. In the event of material shortage or mechanical delays in mixing, a construction joint equivalent to project forms will be utilized.

F. Calibration and Finishing

1. Calibration of the binding agent shall be performed on the volumetric mixer and the percentage shall be in conformance with the Manufacturer's recommended design formulation as per FilterPave Volumetric Calibration Procedure.
2. Strike off shall be performed using vibratory power-screed or vibrastrike type device as dictated by project parameters. Extreme care should be taken to strike off the material as flat and uniformly as possible.
3. Filling and cutting imperfections can be completed with Fresno or other hand trowel immediately after strike off. Any apparent low spots must be filled only immediately (<5 minutes) after strike off and floated in using hand or mechanical trowels.
4. Finishing shall be accomplished with Fresno and hand trowels within 10 minutes of screeding. Mechanical trowels shall be used as soon as material will support unit weight and not any longer than necessary.
5. Edging shall commence immediately after final finish with conventional concrete edging tools. Immediately (<5 minutes) fill low spots along the edge created by strike off operations.
6. If required, spacing and determination between tooled edge construction joints or mechanically cut in compression joints to be determined by project specifications.

G. Curing

1. A minimum of three days shall be allowed for curing prior to vehicular traffic, if ambient temperature does not fall below 60° F (15.5° C) for 72 hours following the pour and five days (120 hours) if ambient temperature falls below 60° F.
2. During the curing period, protect the installation from damage, water flow, loading, shock and vibration.

H. Surface Overcoat

1. A surface over coat of no less than 5 mil of Manufacturer approved surface overcoat material shall be applied to the installation 24 hours after installation is completed.
2. The Contractor shall follow Manufacturer's recommendations for application of the surface overcoat.
3. Surface overcoat shall not be subject to rain, sleet or snow for a minimum of four hours after installation.

3.3 PAVING RESTRICTIONS

A. Do not install any FilterPave materials when the following conditions exist.

1. Unstable or frozen base.
2. During periods of rain or snow.
3. If any form of precipitation is expected with 4 hours of installation.
4. When air temperature is less than 45°F or more than 95°F.

End Of SectionN

SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Curbs and gutters.
 - 2. Walks.
- B. Related Sections:
 - 1. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Bonding agent or epoxy adhesive.
 - 7. Joint fillers.
- B. Material Test Reports: For each of the following:
 - 1. Aggregates.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- D. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 - 2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Owner's Representative and not less than 75 inches (1875 mm) by 75 inches (1875 mm).
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner's Representative specifically approves such deviations in writing.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for pedestrian traffic as required to adjacent occupied or used facilities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from galvanized-steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Plain-Steel Wire: ASTM A 82/A 82M, galvanized.
- E. Deformed-Steel Wire: ASTM A 496/A 496M.
- F. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, white portland cement, Type I
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete paving, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Monofilament Fibers:
 - 1) Axim Italcementi Group, Inc.; FIBRASOL II P.
 - 2) Euclid Chemical Company (The), an RPM company; Fiberstrand 100, Fiberstrand 150.
 - 3) FORTA Corporation; FORTA ECONO-MONO or FORTA Mighty-Mono.
 - 4) Grace, W. R. & Co. - Conn.; Grace MicroFiber.
 - 5) Metalcrete Industries; Polystrand 1000.
 - 6) QC Construction Products; QC FIBERS.
 - b. Fibrillated Fibers:
 - 1) Axim Italcementi Group, Inc.; FIBRASOL F.
 - 2) Euclid Chemical Company (The), an RPM company; Fiberstrand F.
 - 3) FORTA Corporation; FORTA Econo-Net or FORTA Super-Net.
 - 4) Grace, W. R. & Co. - Conn.; Grace Fibers.

- 5) Propex Concrete Systems Corp.; Fibermesh 300.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
 - b. BASF Construction Chemicals, LLC; Confilm.
 - c. ChemMasters; Spray-Film.
 - d. Conspec by Dayton Superior; Aquafilm.
 - e. Dayton Superior Corporation; Sure Film (J-74).
 - f. Edoco by Dayton Superior; BurkeFilm.
 - g. Euclid Chemical Company (The), an RPM company; Eucobar.
 - h. Kaufman Products, Inc.; VaporAid.
 - i. Lambert Corporation; LAMBCO Skin.
 - j. L&M Construction Chemicals, Inc.; E-CON.
 - k. Meadows, W. R., Inc.; EVAPRE.
 - l. Metalcrete Industries; Waterhold.
 - m. Nox-Crete Products Group; MONOFILM.
 - n. Sika Corporation, Inc.; SikaFilm.
 - o. SpecChem, LLC; Spec Film.
 - p. Symons by Dayton Superior; Finishing Aid.
 - q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
 - r. Unitex; PRO-FILM.
 - s. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Anti-Hydro International, Inc.; A-H Curing Compound #2 DR WB.
 - b. ChemMasters; Safe-Cure Clear.
 - c. Conspec by Dayton Superior; D.O.T. Resin Cure or DSSCC Clear Resin Cure.
 - d. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
 - e. Edoco by Dayton Superior; DSSCC Clear Resin Cure or Resin Emulsion Cure V.O.C. (Type I).
 - f. Euclid Chemical Company (The), an RPM company; Kurez W VOX.
 - g. Kaufman Products, Inc.; Thinfilm 420.
 - h. Lambert Corporation; AQUA KURE - CLEAR.
 - i. L&M Construction Chemicals, Inc.; L&M CURE R.
 - j. Meadows, W. R., Inc.; 1100-CLEAR SERIES.
 - k. Nox-Crete Products Group; Resin Cure E.
 - l. SpecChem, LLC; PaveCure Rez.
 - m. Symons by Dayton Superior; Resi-Chem Clear.
 - n. Tamms Industries, Inc., Euclid Chemical Company (The); TAMMSCURE WB 30C.
 - o. TK Products, Division of Sierra Corporation; TK-2519 WB or TK-2519 DC WB.
 - p. Vexcon Chemicals Inc.; Certi-Vex EnvioCure 100.

2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 3500 psi (24.1 MPa).
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 6 percent plus or minus 1.5 percent for 1-inch (25-mm) nominal maximum aggregate size.
- D. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd. (0.90 kg/cu. m).

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete batches of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete batches larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- D. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 60 feet (18.30m) unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation and steel reinforcement.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- K. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms[, **steel reinforcement**,] and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm) and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 1. Elevation: 3/4 inch (19 mm).
 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
 3. Surface: Gap below 10-foot- (3-m-) long, unlevelled straightedge not to exceed 1/2 inch (13 mm).
 4. Joint Spacing: 3 inches (75 mm).
 5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.

6. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Owner's Representative, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner's Representative but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner's Representative.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Owner's Representative.
- B. Drill test cores, where directed by Owner's Representative, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

End Of Section

SECTION 32 13 73

SITE JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Joint sealants for site sidewalks.

1.2 REFERENCES

- A. ASTM International, as referenced herein as ASTM.

1.3 SYSTEM DESCRIPTION

- A. Perform sealant work as indicated on the Drawings and as specified herein.
- B. Required applications of sealants include, but are not necessarily limited to, the following general locations:
 - 1. Sidewalk joints.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer's specifications, recommendations and installation and instructions for each type of sealant and associated miscellaneous material required.
 - 2. Submit statement written on sealant manufacturer's official letter head and signed by the responsible representative, indicating that sealants proposed for use have been tested and conform to the requirements of the Contract Documents and the following:
 - a. The sealant meets applicable referenced specification requirements.
 - b. The sealant is compatible with specified sealant backing materials as determined by ASTM C1087.
 - c. The sealant is compatible with and does not adhere to specified bond breaker as determined by ASTM C1087.
 - d. The sealant is compatible with and has been tested for adequate adhesion to each respective substrate. Include identification of any primer(s) required to obtain adequate adhesion.

1.5 QUALITY ASSURANCE

- A. Manufacturers: Firms with not less than 5 years of successful experience in production of types of sealants required for this project.
 - 1. Obtain elastomeric sealants from a manufacturer which will, upon request, send a qualified technical representative to the project site for purpose of advising installer on proper procedures for use of products.
- B. Installer: A firm with a minimum of 5 years of successful experience in application of types of materials required.

1.6 PROJECT CONDITIONS

- A. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended temperature range for installation. Proceed with the work only when the weather conditions are favorable for proper cure and development of high early

bond strength. Where joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in lower third of the manufacturer's recommended installation temperature range so that sealant will not be subjected to excessive elongations and bond stress at subsequent low temperatures. Coordinate time schedule with Contractor to avoid delay of project.

1.7 WARRANTY

- A. Sealant Warranty: Provide written warranty, signed by manufacturer and installer agreeing to, within warranty period of 5 years after date of substantial completion, replace/repair defective materials and workmanship defined to include: instances of leakage of water or air; failures in joint adhesion, material cohesion, abrasion resistance, strain resistance, or general durability; failure to perform as required; and the general appearance of deterioration in any other manner not clearly specified in manufacturer's published product literature as an inherent characteristic of the sealant material.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sealant Materials for Horizontal Surfaces:
1. Multi-component, elastomeric, sealant complying with ASTM C920, Type M, Class 50, Use T, a urethane material. Provide primer recommended by sealant manufacturer.
 - a. Grade P (self-leveling), one of the following or as approved:
 - 1) LymTal International, Inc. "Iso-Flex 880GB".
 - 2) Pecora Corp. "NR-200 Urexpan".
 - b. Grade NS (non-sag) for use where Grade P can't be used, such as at sloping surfaces, one of the following or as approved:
 - 1) LymTal International, Inc. "Iso-Flex 881".
 - 2) Pecora Corp. "Dynatred".
- B. Miscellaneous Materials:
1. Joint Cleaner: Provide type of substrate cleaning compound recommended by sealant manufacturer for substrate surfaces to be cleaned.
 2. Joint Primer/Sealer: Provide a non-staining type of joint primer/sealer recommended by sealant manufacturer for joint substrates to be primed or sealed.
 3. Bond Breaker Tape: Polyethylene or teflon, self-adhesive tape, 11-mil minimum thickness, colored, as recommended by sealant manufacturer to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant.
 4. Sealant Backer Rod: Expanded closed cell polyethylene shape compressed no more than 25% to 33% of its dimension at the time of installation in the joint opening. Furnish Industrial Thermo Polymers Limited "ITP Standard Backer Rod"; Nomaco, Inc. "Green Rod"; W.R. Meadows, Inc. "Sealtight Backer Rod" or as approved.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection:
1. Protect the Work and adjacent construction against damage. Clean Work adjacent to joints free of smears of sealant as Work progresses. Protect surfaces difficult to clean with masking tape or other suitable means not injurious to surfaces being protected.
- B. Joint Opening Preparation:
1. Substrates:
 - a. General:

- 1) Prepare joint openings in conformance with manufacturer's written instructions and ASTM C1193, and as specified.
- 2) Dry, sound and thoroughly clean sealant substrates are required when primer (where required by manufacturer for optimum adhesion) and sealant are installed. Allow concrete, masonry or other porous substrates wetted by rain or other sources of moisture to dry for at least 24 hours under good drying conditions before application of primer or sealant. Protect surfaces that have been cleaned from contamination by deleterious materials such as oil, dust and rain, until primer (where required) and sealant are applied.
- 3) Use cleaning solvents as recommended by the sealant manufacturer. Furnish containers for cleaning solvent storage that are clean, oil-free and suitable for use with the solvent.
- b. Masonry, Concrete or Other Porous Substrates:
 - 1) Remove loose particles, dirt, paint, foreign matter, and concrete curing compound by sandblasting, nylon bristle brush or other sealant manufacturer approved method not injurious to the substrate material and that will not change the appearance of the exposed surfaces adjacent to the sealant joint opening. Expose fine aggregate of concrete substrates to be sealed. Remove dust created by cleaning by repeated brushing with a soft bristle brush or by blowing dust from the substrate with oil-free compressed air.
 - 2) Clean sealant joint opening of mortar droppings and any other materials that affect finished sealant joint performance prior to installation of sealant backing material.
2. Primer:
 - a. Apply primer, as recommended by the sealant manufacturer, only to previously cleaned substrate surfaces to which sealants will be applied. The preferred method for application is with a clean, lint-free cloth for non-porous substrates and a clean natural bristle brush for porous substrates. Apply primer to the cloth or brush by pouring; dipping is not permitted. Take adequate measures, such as masking joint opening edges, to prevent primer from being applied to the face of adjacent surfaces. Allow primer to cure as recommended by the sealant manufacturer before installation of sealant.
 - b. Prime only those substrate surfaces that can be sealed immediately after the recommended primer curing period to preclude dust, oil, rain, condensation or other deleterious conditions to contaminate primer.
3. Sealant Backing Material:
 - a. Install sealant backing, of proper type and size, at proper depth in joint to provide specified joint dimensions. Place sealant backing into the joint to avoid lengthwise stretching, twisting, braiding or lapping. Provide continuity with tight butt joints. Install dry sealant backing immediately prior to installing sealant. Apply sealant with sealant backing in place unless otherwise indicated.
 - b. Install closed cell sealant backing using good practices to avoid compression in excess of that specified or puncturing of the sealant backing material.
 - c. If the sealant backing is to function as a temporary joint seal for weather protection or other reasons, for a period of time before sealant installation, remove the backing and replace it immediately prior to sealant installation with new sealant backing.
4. Bond Breaker:
 - a. Install properly sized bond breaker tape so that the entire surface is covered. One tape may be lapped over another to achieve total coverage. Do not extend bond breaker tape onto the substrate surfaces to interrupt or prevent adhesion of the sealant to the substrate.
5. Joint Dimensions:
 - a. Create joint opening depth (as measured at the sealant and substrate interface) for sealant contacting and bonded to substrate surfaces no less than 0.25 inch in depth. Minimum sealant depth at the mid-point of the joint width: 0.125 inch.
 - b. Unless indicated otherwise on the Drawings, for joint opening widths from 0.25 inch up to 0.5 inch wide, provide joint opening depth of .25 inch; for joint opening widths over 0.5 inch to 0.75 inch wide, provide joint opening depth of 1/2 the width; for joint opening widths over 0.75 inch to 2 inches wide, provide joint opening depth no greater than 0.375 inch; and for

joint opening widths exceeding 2 inches, provide depth as determined by the sealant manufacturer.

- c. Refer to Drawings for joint opening requirements.

3.2 SEALANT INSTALLATION

A. General:

1. Provide sealant in conformance with manufacturer's written instructions and ASTM C1193, and as specified.
2. Inspect joint opening prior to sealant installation for proper installation of sealant backing or bond breaker, proper opening depth and proper substrate preparation, cleaning and (where required) priming.
3. Do not apply sealant to damp, wet or frost covered substrates, sealant backing or bond breaker.
4. Dry-tool exposed sealant surface immediately using no lubricant such as soap and water. A lubricant is allowed, if permitted by the sealant manufacturer and is a solvent or similar type product as recommended in writing by the sealant manufacturer.
5. Where required or specified, to avoid smearing sealant on surfaces adjacent to joint opening, use masking tape or other suitable means and remove after tooling sealant surface and before sealant begins to cure. Organically coated (pvf, silicone-polyester, etc.) panels or other similar factory applied finishes shall be protected.
6. Use drop cloths to cover horizontal or other surfaces likely to receive sealant droppings during installation.

B. Non-Sag or Gunnable Sealant:

1. Apply non-sag sealant into joint opening with hand- or air-powered sealant gun so as to fill void completely. Use gun nozzle of proper size to fit joint opening.
2. Take care not to smear adjoining surfaces with sealant. Force sealant, by tooling, fully into joint opening and intimate contact with substrate surface. Tool exposed joint surface so that a slight concave surface is formed. Use of the sealant gun for tooling is not allowed.

C. Pourable or Self-Leveling Sealant:

1. Apply self-leveling sealant to finish close to the joint opening surface without overflowing and to form a slightly concave joint surface. Where required due to slope or other conditions, install a non-sag formulation of the same sealant in accordance with the procedures specified for that sealant type.

3.3 SEALANT USAGE

A. Sealant Joints in Horizontal Surfaces:

1. Install sealant for horizontal surfaces, Grade NS (where required due to slope) and P, in the following joint openings: Expansion and control joints in curbs and walks and in paving, other than concrete road paving, subject to pedestrian and vehicular traffic.

End Of Section

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Turf renovation.
 - 3. Erosion-control material(s).
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete or top surface of a fill or backfill before planting soil is placed.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- G. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 INFORMATIONAL SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- B. Qualification Data: For qualified landscape Installer.

- C. Material Test Reports: For existing native surface topsoil and imported or manufactured topsoil.
- D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network (PLANET) or the American Nursery and Landscape Association (ANLA).
 - 2. Experience: Three years' experience in turf installation in addition to requirements in Division 01 Section "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Certified Landscape Technician - Exterior, with installation specialty area(s), designated CLT-Exterior.
 - b. Certified Turfgrass Professional, designated CTP.
 - c. Certified Turfgrass Professional of Cool Season Lawns, designated CTP-CSL.
 - 5. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
 - 6. Pesticide Applicator: State licensed, commercial.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.
 - 1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
 - 2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
 - 3. Report suitability of tested soil for turf growth.
 - a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk soil amendments with appropriate certificates.

1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 1. Seeded Turf: 60 days from date of Substantial Completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as follows:
- C. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 1. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 33 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 34 percent Crimson red fescue (*Festuca rubra*).
 - c. 33 percent Opus perennial ryegrass (*Lolium perenne*).
- D. Grass Seed Mix: Proprietary seed mix as follows:
 1. Products: Subject to compliance with requirements, provide the following:
 - a. Rhino Seed & Turf Supply, 3-3-3 Mix.

2.2 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Owner's Representative and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches (150 mm). Remove stones larger than 2 inches (50 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply single superphosphate fertilizer directly to subgrade before loosening.
 - 2. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 - 3. Spread planting soil to a depth of 6 inches (150 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 2 inches (50 mm) of subgrade. Spread remainder of planting soil.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 - 2. Loosen surface soil to a depth of at least 6 inches (150 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches (100 mm) of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply single superphosphate fertilizer directly to surface soil before loosening.

3. Remove stones larger than 2 inches (50 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Owner's Representative's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
1. Do not use wet seed or seed that is moldy or otherwise damaged.
 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft. (1.4 to 1.8 kg/92.9 sq. m).
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.

3.5 TURF RENOVATION

- A. Renovate existing turf.
- B. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).

- I. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches (100 mm) of existing soil. Install new planting soil to fill low spots and meet finish grades.
- J. Apply seed and protect with straw mulch as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

3.6 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm).
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow to a height of 1-1/2 to 2 inches (38 to 50 mm).
- D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to turf area.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

End Of Section

SECTION 33 41 00

STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Cleanouts

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Storm water inlets. Include elevations, sections, details, frames, covers, and grates.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle storm water inlets according to manufacturer's written rigging instructions.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Owner's Representative no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Owner's Representative's written permission.

PART 2 - PRODUCTS

2.1 PE PIPE AND FITTINGS

- A. Corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10 (DN 80 to DN 250): AASHTO M 252M, Type S, with smooth waterway for coupling joints.
 - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings.
 - 2. Soiltight Couplings: AASHTO M 252M, corrugated, matching tube and fittings.

- B. Corrugated PE Pipe and Fittings NPS 12 to NPS 60 (DN 300 to DN 1500): AASHTO M 294M, Type S, with smooth waterway for coupling joints.
 - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
 - 2. Soiltight Couplings: AASHTO M 294M, corrugated, matching pipe and fittings.

2.2 PVC PIPE AND FITTINGS

- A. PVC Type PSM Sewer Piping:
 - 1. Pipe: ASTM D 3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM D 3034, PVC with bell ends.
 - 3. Gaskets: ASTM F 477, elastomeric seals.

2.3 CLEANOUTS

- A. Plastic Cleanouts:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Canplas LLC.
 - b. IPS Corporation.
 - c. NDS Inc.
 - d. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.
 - e. Sioux Chief Manufacturing Company, Inc.
 - f. Zurn Light Commercial Products Operation; Zurn Plumbing Products Group.
 - 2. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install gravity-flow, nonpressure drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install PE corrugated sewer piping according to ASTM D 2321.
 - 3. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:

1. Join corrugated PE piping according to ASTM D 3212 for push-on joints.
2. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasketed joints.

3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Install piping so cleanouts open in direction of flow in sewer pipe.
1. Use Medium-Duty, top-loading classification cleanouts.

3.5 CONNECTIONS

- A. Make connections to underground manholes.
1. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.6 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (610 mm) of backfill is in place, and again at completion of Project.
1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
 - b. Option: Test plastic piping according to ASTM F 1417.
 - c. Option: Test concrete piping according to ASTM C 924 (ASTM C 924M).
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.7 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with water.

End Of Section