# PROJECT MANUAL EACC CAMPUS CONNECTIVITY

Job No. 110761 (TAP-21)(S) Forrest City, Arkansas

### East Arkansas Community College 1700 Newcastle Road Forrest City, AR 72335

Forrest City Mayor: Larry Bryant

April 07, 2023 Addendum #1: March 14, 2024

Prepared by: Ecological Design Group, Inc. 210 E. Merriman Ave. Wynne, Arkansas 72396 870-588-6426







#### SECTION 000001 - TABLE OF CONTENTS

000900 - ENGINEERING INSPECTIONS AND OBSERVATIONS

001003 - STORMWATER POLLUTION PREVENTION PLAN

001113 - ADVERTISEMENT FOR BIDS

002113 - INSTRUCTIONS TO BIDDERS

003121 - SURVEY INFORMATION

003121.13 - EACC BOUNDARY TOPO SURVEY

003132 - GEOTECHNICAL DATA

003132.13 - GEOTECHNICAL ENGINEERING EXPLORATION

004113 - BID FORM

004313 - BID BOND (PENAL SUM FORM)

004322 - BID FORM ATTACHMENT A - UNIT PRICES

004519 - ANTI-COLLUSION AND DEBARMENT CERTIFICATION

004536 - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

005213 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

005401 – FHWA-1273 – REQ. CONTRACT PROVISIONS FED.-AID CONSTRUCTION CONTRACTS

005401.01 - FHWA-1273 - SUPPLEMENT - EEO NOTICE TO CONTRACTORS

005401.02 - FHWA-1273 - SUPPLEMENT - SPECIFIC EEO RESPONSIBILITIES

005401.03 - FHWA-1273 - SUPPLEMENT - EEO GOALS & TIMETABLES

005401.04 - FHWA-1273 - SUPPLEMENT - EEO FEDERAL STANDARDS

005401.05 - FHWA-1273 - SUPPLEMENT - EEO POSTERS AND NOTICES REQUIRED

005401.06 - FHWA-1273 - SUPPLEMENT - WAGE RATE DETERMINATION

005402 - ISRAEL BOYCOTT RESTRICTION CERTIFICATION

006113.13 - PERFORMANCE BOND

006113.16 - PAYMENT BOND

006276 - APPLICATION FOR PAYMENT FORM

006363 - CHANGE ORDER FORM

006516 - CERTIFICATE OF SUBSTANTIAL COMPLETION

007213 - GENERAL CONDITIONS

TABLE OF CONTENTS 00 00 01 - 1

007300 - SUPPLEMENTARY CONDITIONS

007301 - CONTRACT GRANT DISCLOSURE AND CERTIFICATION FORM

007319 - HEALTH AND SAFETY REQUIREMENT

012100 - ALLOWANCES

012200 - UNIT PRICES

015000 - TEMPORARY FACILITIES AND CONTROLS

015639 - TEMPORARY TREE AND PLANT PROTECTION

015713 - TEMPORARY EROSION AND SEDIMENT CONTROL

311000 - SITE CLEARING

312000 - EARTH MOVING

312116 - TRENCHING

312319 - **DEWATERING** 

320523 - CONCRETE FOR EXTERIOR IMPROVEMENTS

321123 - AGGREGATE BASE COURSE

321373 - CONCRETE PAVING JOINT SEALANT

321376 - SIDEWALKS

329131 - SOIL PREPARATION

329200 - TURF GRASSES

329300 - EXTERIOR PLANTS

SP - ARDOT DIFFERING SITE CONDITIONS AND TEMP. SUSPENSION OF WORK

SP - ARDOT PROHIBITION OF CERTAIN TELE. AND VIDEO SURVEILLANCE SERVICES OR EQUIP.

SP - DOCUMENTATION OF PAYMENTS MADE TO DISADVANTAGED BUSINESS ENTERPRISES

END OF SECTION 00 00 01

TABLE OF CONTENTS 00 00 01 - 2

#### SECTION 000900 - ENGINEERING INSPECTIONS AND OBSERVATIONS

PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Engage and provide a qualified Engineering Inspections and Observations firm to provide Owner and Engineer of Record daily Inspections and Observations and reports in addition to other inspections and observations required in other Specification Sections for the project. Frequency of Inspections and Observations shall be on an as-needed basis.
  - 1. At a minimum the Inspections and Observations Engineer shall witness materials sampling and testing, City Inspections requiring an Owner Representative, and monthly Progress meetings.
  - 2. Engineer of record may be retained at their standard hourly billing rate.
  - 3. A third-party Engineer licensed in the State of Arkansas may be retained to provide the required daily Inspections and Observations.
- B. Inspections and Observations Engineer shall report directly to the project Engineer of Record and the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 09 00

#### SECTION 001003 - STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Contractor shall comply with all requirements and recommendations of the Arkansas Department of Environmental Quality (ADEQ) Construction Stormwater Discharge Permit. The following documents and codes are hereby incorporated by reference to these Project Specifications.
  - 1. Stormwater Pollution Prevention Plan (SWPPP) for Construction Activities for Small Construction Sites.
  - 2. ADEQ SWPPP General Permit No. ARR150000

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 00 10 03



#### DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

#### **ADVERTISEMENT FOR BIDS**

**EAST ARKANSAS COMMUNITY COLLEGE** (Owner) is requesting Bids for the construction of the following Project: **JOB NO. 110761 EACC CAMPUS CONNECTIVITY (TAP-21)(S).** 

Sealed bids for the construction of the Project will be received at the **Owner's Office** located at **East Arkansas Community College, ATTN:Jim Huff, 1700 Newcastle Road, Forrest City, Arkansas 72335, until Monday, March 25<sup>th</sup>, 2023, at 2 PM local time. At that time, the Bids received will be <b>publicly** opened and read.

The Project includes the following Work: Construction of and landscaping for new concrete trail system which includes elevated walks and boardwalks. Section of plans marked "ADD ALTERNATE NO. 1" is not part of this contract and is to bid separately; please inform the issuing office if interested in bidding on this portion of the project.

The Issuing Office for the Bidding Documents is: **Ecological Design Group, Inc. 120 S. Izard St., Little Rock, AR 72201.** Prospective Bidders may obtain or view the Bidding Documents, during business hours at: **Southern Reprographics, 901 West 7<sup>th</sup> St., Little Rock, AR 72201, (501) 372-4011;** and **Jonesboro Blue Print & Supply, 222 Madison St., Jonesboro, AR 72401, (870) 932-4349** 

A set of (3) printed copies of the Bidding Documents may be obtained by paying a deposit of **\$100** per set to the issuing office. Deposit price does not include shipping, if required. Bidders who return full sets of the Bidding Documents in good condition within 10 days after opening of Bids will receive a full refund. A bidder receiving a contract award may retain the bidding documents and the Bidder's deposit will be refunded. Prime Bidders requiring additional sets and Sub-Bidders may purchase bidding documents through **Southern Reprographics**.

Electronic copies of documents may be obtained at the following digital plan room: https://SRIPlanRoom.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website or issuing office as plan holders. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Bid Security in the amount of five (5) percent of the bid must accompany each bid in accordance with the Instructions to Bidders.

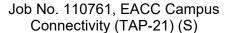
An informational pre-bid conference for the Project will be held on **Monday**, **March 11**<sup>th</sup> at **2 PM** at **East Arkansas Community College Student Center**, **1700 Newcastle Road**, **Forrest City**, **AR**, **72335**. Attendance at the pre-bid conference is encouraged but not required.

BIDDERS ARE ADVISED that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

BIDDERS ARE ADVISED that Davis-Bacon prevailing wage rates and other Federal regulations will apply.

BIDDERS ARE ADVISED that BUY AMERICA PROVISIONS apply to this contract. The Arkansas Department of Transportation Standard Specifications for Highway Construction, latest edition, Section 106 contains the requirements and restrictions for Buy America. 23 CFR §635.410 contains all federal requirements for Buy America.

BIDDERS ARE ADVISED that Arkansas State Contractor Licensing Law applies to this project. Subcontractors are also required to be licensed according to Arkansas State Law. Licensure is not



00 11 13



required to submit a bid; however, evidence of licensure shall be provided to the Owner prior to signing the contract.

BIDDERS ARE ADVISED registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.

For all further requirements regarding applicable laws, bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

#### This Advertisement is issued by:

Owner: East Arkansas Community College

By: **Jim Huff** 

Title: Vice President of Finance/CFO 1<sup>st</sup> Advertisement Date: 02/04/2024 2<sup>nd</sup> Advertisement Date: 03/03/2024



#### DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

#### **TABLE OF CONTENTS**

	Page
Article 1— Defined Terms	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders	1
Article 4— Pre-Bid Conference	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination Other Work at the Site	
Article 6— Bidder's Representations and Certifications	3
Article 7— Interpretations and Addenda	3
Article 8— Bid Security	4
Article 9— Contract Times	4
Article 10— Substitute and "Or Equal" Items	4
Article 11— Subcontractors, Suppliers, and Others	5
Article 12— Preparation of Bid	6
Article 13— Basis of Bid	6
Article 14— Submittal of Bid	7
Article 15— Modification and Withdrawal of Bid	7
Article 16— Opening of Bids	8
Article 17— Bids to Remain Subject to Acceptance	8
Article 18— Evaluation of Bids and Award of Contract	8
Article 19— Bonds and Insurance	8
Article 20— Signing of Agreement	8
Article 21— Applicable Laws	9

#### **ARTICLE 1—DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
  - A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

#### **ARTICLE 2—BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

#### 2.05 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
  - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05. A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and



responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

#### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **5** days of Owner's request, Bidder must submit the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments, if requested.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

# ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 Site and Other Areas
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 Existing Site Conditions
  - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
    - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
      - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.



- b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
- Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.
- Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 Other Site-related Documents
  - A. No other Site-related documents are available.
- 5.04 Site Visit and Testing by Bidders
  - A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
  - B. Bidders visiting the Site are required to arrange their own transportation to the Site.
  - C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- 5.05 Owner's Safety Program
  - A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 5.06 Other Work at the Site
  - A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Express Representations and Certifications in Bid Form, Agreement
  - A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should



- review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Submit via email to <a href="mailto:idborgeson@ecologicaldg.com">idborgeson@ecologicaldg.com</a> or via post to: ATTN: JD Borgeson, Ecological Design Group, Inc., 120 S. Izard St., Little Rock, AR, 72201
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than five days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- A Bid proposal must be accompanied by a Bid security, which includes enclosing a cashiers check payable to the order of the Owner drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond, in an amount of **5.0** percent of Bidder's maximum Bid price, issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damagesform bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "orequal" or substitution requests are made at Bidder's sole risk.

#### ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Name of principal Subcontractors of the Prime Contractor (Mechanical–indicative of HVAC, Plumbing, Electrical, and Roofing) shall be listed in an where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents when the subcontractors' portion of the project is \$50,000.00 or more. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other Subcontractors, including his own forces, when the Subcontractor's portion of the project is \$50,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical, Plumbing, Electrical, and Roofing. Those principal Subcontractors or Prime Contractor listed in these spaces must be properly licensed for the listed work performed as determined by the Contractors Licensing Board (CLB). The bidder must also be properly licensed and use licensed Subcontractors for all other Work performed on or for the project that totals \$50,000.00 or more as classified and determined by CLB.
- 11.02 A bidder should request clarification from the Engineer if the bidder determines a type of work (Mechanical–indicative of HVAC, Electrical, Plumbing, and/or Roofing) is a component of the project, but space has not been provided on the bid form for the listing of such, if the bid form lists a type of Work that is not a component of the project, or if the bidder has any question on how to fill out the proposal with respect to the listing of subcontractors. Clarification should be made in accordance with Article 7.
- 11.03 The Prime Contractor must make a decision as to which (Mechanical–indicative of HVAC, Plumbing, Electrical, and Roofing) subcontractor or his own forces he intends to use for each principal discipline of work. The prime contractor shall place the name(s) of each subcontractor or his own forces he intends to perform the Work in the space provided on the Bid Form and indicate whether the amount of the listed Work is \$50,000.00 or more. The prime contractor and/or the subcontractor listed on the bid form must be properly licensed by the Contractors Licensing Board (CLB) for any principal Work (Mechanical, Plumbing, Electrical, and Roofing), as well as any other proposed Work on the project.

- 11.04 It shall be mandatory that any subcontractors listed on the Bid Form by the Prim Contractor are awarded a contract under with Ark. Code Ann. § 22-9-204. Prim Contractors who submit a bid listing unlicensed subcontractors or use unlicensed subcontractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform Work having a value of \$50,000.00 or more on a state project are subject to the Contractors Licensing Board.
- 11.05 Licensing Requirement
  - A. No person shall perform Work on the contract without possessing the applicable Arkansas State License for the Work they are performing from the appropriate governing Boards. Apprentices will be appropriately supervised according to the State governing Boards requirements.
  - B. All licensed craftsmen shall have a copy of their license with them and shall be required to be provided to the Owner or Engineer upon request.
- 11.06 Pursuant to with Ark. Code Ann. § 22-9-204, the Bidder may require subcontractors to provide a Performance and Payment Bond to the Bidder when the Subcontractor is selected for their portion of the Work. If the Contractor requires a Subcontractor to furnish a Performance and Payment Bond, the Subcontractor shall be entitled to payment of ninety-five (95) percent of the earned progress payments when due, with the Contractor retaining five (5) percent to assure faithful performance of the construction subcontract. Upon the approval of the Contractor, if the Subcontractor completes fifty (50) percent of the construction subcontract, the Contractor shall not retain any further monies.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by an individual must show the Bidder's name and official address.
- 12.05 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.06 All names must be printed in ink below the signatures.
- 12.07 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.



- 12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.09 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.10 The Bidder's contractor license number issued by the Contractors Licensing Board should be listed on the Bid. Bids submitted by contractors not properly licensed shall be rejected.
- 12.11 Bidder shall not enter into an agreement for any portion of the Work (services, materials, supplies, equipment, etc.) throughout the term of the Contract with any design professional (or firm) who is under contract to the Owner to provide administration of the Contract.
- 12.12 Bidder to complete Anti-Collusion and Debarment Certification form.
- 12.13 Bidder to complete the Equal Employment Opportunity Certification.

#### ARTICLE 13—BASIS OF BID

#### 13.01 Lump Sum

- A. The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.
- B. The estimate of quantities is approximate only and shall be the basis for receiving unit prices for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include in the unit prices: furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.

#### **ARTICLE 14—SUBMITTAL OF BID**

14.01 Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with the words "Bid Documents," project name and number, name of Bidder, and Arkansas Contractors License number, if required. Only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alteration, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid form.

#### ARTICLE 15-MODIFICATION AND WITHDRAWAL OF BID

15.01 Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Bidder's signature within 24 hours after bid opening. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.02 Scriveners' Error. Pursuant to Ark. Code Ann. § 19-4-1405 (e), bidders may request in writing to the Owner or Owner's Representative to be relieved of their bid any time after the bid opening, but no later than 72 hours after receiving the intent to award, excluding Saturdays, Sundays, and holidays. Scriveners' error is an error in the calculation of a bid which can be documented by clear and convincing written evidence and which an be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn; and the bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission, or a typographical error as opposed to an error in judgement.

#### **ARTICLE 16—OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.
- 18.02 If the Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### ARTICLE 20—SIGNING OF AGREEMENT

20.01 The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the bidder in signing the proposal, represents that he has the financial ability



- and experience to carry out the work throughout its several stages within the time for completion set forth on the Bid Form.
- 20.02 The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Notice of Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.
- 20.03 The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and/or Supplementary Conditions.

#### **ARTICLE 21—APPLICABLE LAWS**

- 21.01 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.
- 21.02 Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner, or both may impose a range for appropriate remedies up to and including termination of the Contract.
- 21.03 Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax-exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- 21.04 Arkansas State Contractor Licensing Law applies to this project.
- 21.05 Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

- A. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
- B. The Contractor shall require any present or future Subcontractor, for which the subcontract amount is greater than \$25,000.00 to complete and sign the Contract and Grant Disclosure and Certification form. The Contractor shall ensure that any agreement, current or future between the Contractor and a Subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:
  - Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
- C. The Contractor shall transmit a copy of the Subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontract's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" is included at the end of this division.



- 21.06 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all prime contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- 21.07 The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §19-4-1401 et seq., Ark. Code Ann. §22-9-101 et seq., Ark. Code Ann. §22-2-101 et seq. and the Minimum Standards and Criteria. The interpretation and intent of these laws and rules take precedence in the event of any conflict with the bid or contract documents, or both. Clarification should be made in accordance with Article 7 of this document.
- 21.08 Pursuant to Ark. Code Ann. §19-11-105, no state agency may enter into or renew a public contract for services with a Contractor who knows that the Contractor or a Subcontractor employs or contracts with an illegal immigrant to perform work under the contract.

Before executing a public contract, each prospective contractor shall certify in a manner that does not violate federal law in existence on January 1, 2007, that the Contractor at the time of the certification does not employ or contract with an illegal immigrant. Online certification shall be made at: <a href="https://www.ark.org/dfa/immigrant/index.php/user/welcome">https://www.ark.org/dfa/immigrant/index.php/user/welcome</a>

If a Contractor violates this section, the Owner shall require the Contractor to remedy the violation within sixty (60) days. Failure to remedy the violation within the sixty (60) days as required by law, the Owner shall terminate the contract for breach of the contract and the Contractor shall be liable to the Owner for actual damages.

If a Contractor uses a Subcontractor at the time of certification, the Subcontractor shall certify in a manner that does not violate federal law in existence on January 1, 2007, that the Subcontractor at that time of certification does not employ or contract with an illegal immigrant. Subcontractors shall submit the certification required to the Contractor within thirty (30) days after the execution of the subcontract. The Contractor shall maintain on file the certification of the Subcontractor throughout the duration of the term of the contract. If the Contractor learns that a Subcontractor is in violation of this section, the Contractor may terminate the contract with the Subcontractor, and the termination of the contract for a violation of this section shall not be considered a breach of the contract by the Contractor and Subcontractor. Contractor agrees the Owner's Representative shall have the right to request the Contractor's records of Subcontractors illegal immigrant disclosure statements during the course of the project.

21.09 Pursuant to Ark. Code Ann. §25-1-501 (Act 710 of 2017), state agencies shall not enter into contracts with companies for construction work unless the contract includes a written certification from the company or person that the company or person is not currently engaged in a boycott of Israel and agrees for the duration of the contract not to engage in a boycott of Israel.

Before executing a public contract, each prospective contractor shall certify by signing the "Anti-Boycott of Israel" certification. This certification shall be submitted as one of the contract documents. The Contract shall not be approved until the certification is completed and provided with the other bid documents necessary for contract approval. If a Contractor violates this section, the Owner shall require the Contractor to remedy the violation within thirty (30) days. Failure to remedy the violation, shall constitute a breach of the contract and the Contractor shall be liable to the Owner for actual damages.

Note: A copy of the "Anti-Boycott of Israel Certification" is included in this Project Manual.

21.10 Pursuant to Ark. Code Ann. §22-9-105 (Act 422 of 2019), contractors who have been determined by a State Agency to be on the "Prohibited Bidders List" may not bid on state projects. Bidders should review Section 3-324 of the Building Authority Minimum Standards and Criteria for more information. Contractors who are determined to be prohibited from bidding due to material issues on state contracts may not be awarded state capital improvement contracts until the state agency has determined the material issue is no longer of concern or the contract has been terminated or



- closed out, whichever is sooner. However, the contractor's ineligible bidding status shall not exceed more than three (3) years.
- 21.11 BIDDERS ARE ADVISED that BUY AMERICA PROVISIONS apply to this contract. The Arkansas Department of Transportation Standard Specifications for Highway Construction, latest edition, section 106 contains the requirements and restrictions for Buy America and 23 CFR §635.410 contains all federal requirements for Buy America.
- 21.12 BIDDERS ARE ADVISED that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Act of 1938, the Work Hours Act of 1962, and Title VI of the Civil Rights Act of 1964 also apply.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

#### SECTION 003121 - SURVEY INFORMATION

PART 1 - GENERAL

#### 1.1 SURVEY INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

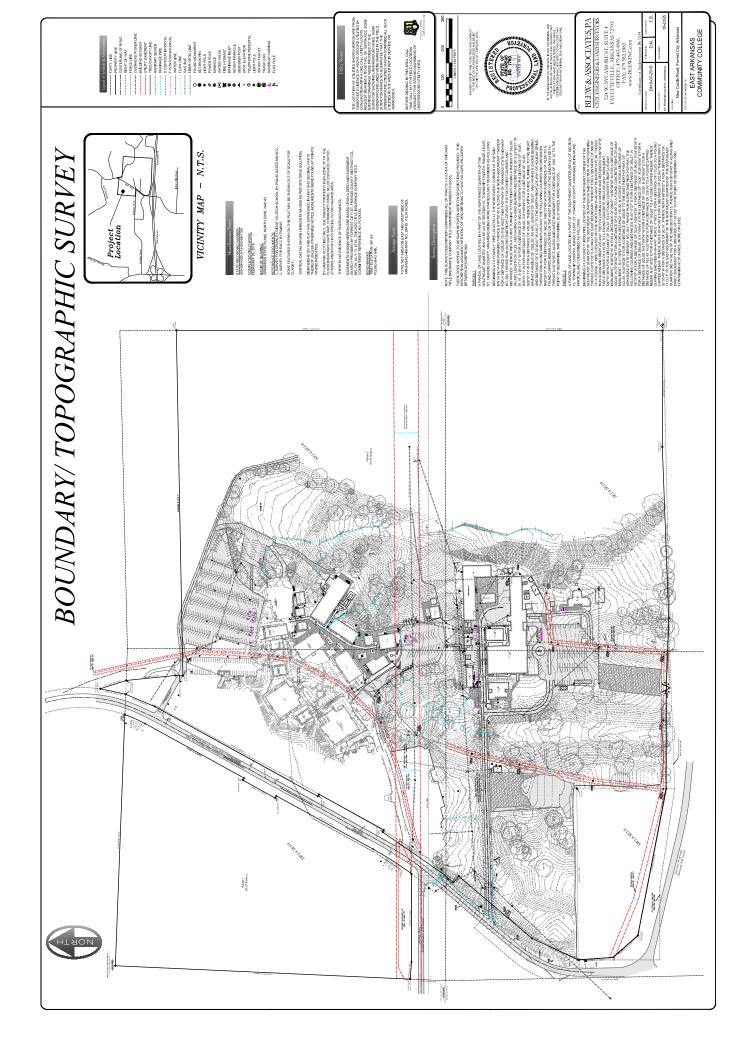
#### B. Survey Information:

 Boundary/Topographic Survey, East Arkansas Community College, Forrest City, Arkansas, Blew & Associates, dated August 8th, 2018, is available for viewing at the office of the Engineer or Architect.

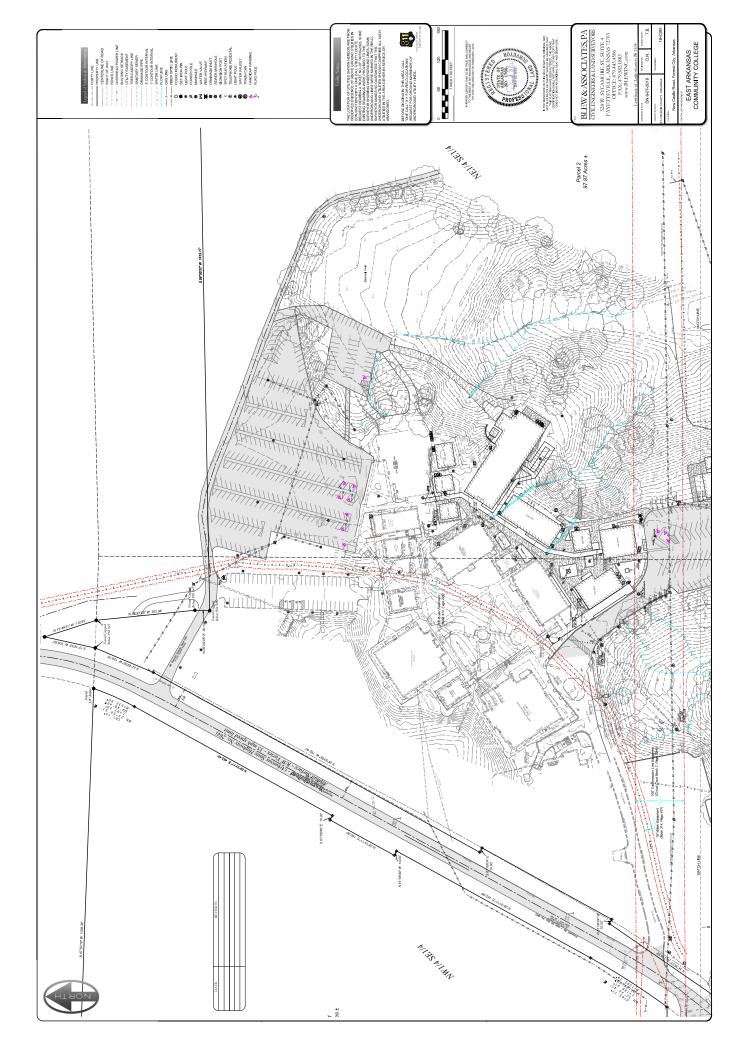
#### C. Related Requirements:

1. Reference "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF SECTION 003121







#### SECTION 003132 - GEOTECHNICAL DATA

PART 1 - GENERAL

#### 1.1 GEOTECHNICAL DATA

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

#### B. Geotechnical Data:

1. Geotechnical Engineering Exploration, EACC Truck Driving Training Lot, Forrest City, Arkansas, MTA Engineers, dated January 25, 2021, is available for viewing at the office of the Engineer or Architect.

#### C. Related Requirements:

1. Reference "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF SECTION 003132

GEOTECHNICAL DATA 00 00 01 - 1

# MTA ENGINEERS

- Geotechnical Engineering
- Materials Testing Special Inspections
  - Design

mtaengineers.com

# GEOTECHNICAL ENGINEERING EXPLORATION

# **EACC Truck Driving Training Lot Forrest City, Arkansas**

#### **PREPARED FOR:**

Fennell Purifoy, Architects 100 Morgan Keegan Drive, Suite 320 Little Rock, Arkansas 72202

#### **PREPARED BY:**

# MTA Engineers

8001 National Drive Little Rock, AR 72209



# Corporate Office: P.O. Box 23715 • Little Rock, AR 72221 • Ph. 501.753.2526 mtaengineers.com

#### Geotechnical Engineering • Materials Testing • Special Inspection • Design

Offices in: Little Rock, AR • Springdale, AR • Jonesboro, AR • Hoover, A

Phil Purifoy January 25, 2021
Fennell Purifoy, Architects

100 Morgan Keegan Dr., Ste. 320 Little Rock, Arkansas 72202

Sent via email: <a href="mailto:Phil@fennellpurifoy.com">Phil@fennellpurifoy.com</a>

**Subject:** Report of Geotechnical Engineering Exploration

EACC Truck Driving Training Lot

Forrest City, Arkansas

Mr. Purifoy:

**MTA Engineers** has completed the authorized Geotechnical Engineering Exploration for the subject project. This work was conducted in accordance with the agreement between MTA Engineers and Fennell Purifoy Architects, which is detailed in MTA Engineers Proposal dated December 22, 2020.

The purpose of our work was to review general surface and subsurface conditions within the project site area, and to gather and present data relative to the design and construction of the proposed truck driving training lot located in Forrest City, Arkansas. This report outlines the exploration procedures used, exhibits the data obtained, and presents our recommendations.

**MTA Engineers** appreciates this opportunity to provide these services and looks forward to working with you on future projects. Please contact us if you have any questions or require additional information.

Sincerely,



# **TABLE OF CONTENTS**

# **SECTION**

EXECUTIVE SUMMARY		4
INTRODUCTION		6
FIELD EXPLORATION		6
GENERAL SITE AND SUBSURFACE CONDITIONS		
LABORATOR	RY TESTING	8
ANALYSIS &	RECOMMENDATIONS	8
•	SITE PREPARATION	8
•	STRUCTURAL FILL	9
•	PAVEMENT DESIGN	9
•	UN-COMPACTED FILL	10
•	STUMP/ ORGANIC FINDINGS	10

# **APPENDICES**

APPENDIX A: Boring Location Plan

APPENDIX B: Boring Logs

APPENDIX C: Key to Terms and Symbols APPENDIX D: Laboratory Test Results

# **TABLES**

1	Soil Types Encountered in Borings	4
2	General Strata Classification of Boring Logs	7
3	Pavement Design Assumption Values	9
4	Pavement Design Recommendations	10



# **EXECUTIVE SUMMARY**

The geotechnical exploration was conducted at the site for the proposed truck driving training lot located in Forrest City, Arkansas. The general topography of the site was flat/ uniformly sloping. At the time of our visit, the site was covered with light grassy vegetation. In general, the soils will consist of topsoil and clay. Subsurface conditions were consistent throughout the entirety of the proposed development. The potential to find buried stumps or other organic material is low.

Major soil types encountered at each boring may be summarized as follow:

**Table 1. Soil Types Encountered** 

SOIL TYPE	DESCRIPTION
CL	Topsoil & Brown Lean Clay

See Table 2 General Strata Classification of Boring Logs or the individual boring logs found in Appendix B for a more detailed overview of the soils encountered on site.

Based on the nature of the existing strata encountered at the time of exploration, it is anticipated that the proposed pavement will be at/ or above existing grades. It is recommended that the site be **stripped of in the order of 4-in** or deeper to remove the topsoil and organics in the area.

The surface clay soils are soft in some areas, stability of these soils will depend on soil-moisture conditions at the time of construction. Areas of pavement should be proof rolled using a loaded **62,000-lbs** dump truck, or equivalent load to assess the stability of the existing near surface soils.

Based on the anticipated pavement loading, it is recommended that the gravel paved training lot be supported on a **12-in** compacted subgrade beneath **8-in** of crushed stone base course. Concrete and asphalt pavement section recommendations are provided further in this report.



## **SUMMARY**

#### Rock/Hard Dig:

No rock is present at the site.

#### Soils:

- Stripping in the order of 4-in or deeper is anticipated to remove topsoil and organics.
- Stability of topsoil will depend on soil-moisture conditions at the time of construction.
- Soils will generally consist of lean clay.
- Soil strata were generally consistent.
- Areas of pavement should be proof rolled to assess the stability of near surface soils.

#### Pavement:

- The pavement is anticipated to be at existing grades.
- o Gravel, concrete and asphalt pavement sections are provided further in this report.

#### Un-compacted Fill:

No un-compacted fill was encountered on the property during the exploration.

#### • Stump/Organic Findings:

o The potential to find stumps or other organic material beneath the surface is low.

Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021



## **INTRODUCTION**

This exploration was requested in order to evaluate existing subsurface conditions and provide geotechnical design recommendations. The results of this exploration and the geotechnical design recommendations for site construction are presented in this report.

Exploration was accomplished by:

- 1. Boring 7 locations up to 10-ft, to explore subsurface soil, and groundwater conditions.
- 2. Obtaining samples from each stratum, within the accessible areas, using standard geotechnical sampling technique or standard penetration test.
- 3. Performing laboratory tests on various samples to determine pertinent engineering properties of the subsurface strata.
- 4. Analyzing field and laboratory test data to develop design recommendations.

The scope of this geotechnical exploration did not include an environmental assessment to determine the presence of wetlands and/ or hazardous or toxic materials in the soil or groundwater on or near this site. If there is concern of wetlands or a hazardous/ toxic material presence, a qualified environmental assessment consultant should be contacted to perform a site investigation before construction begins.

# FIELD EXPLORATION

Subsurface conditions at the site were explored by using dry auger methods and a split spoon sampler to a depth of up to **10-ft** or refusal at **7** boring locations. The approximate boring locations are shown on the Plan of Borings, Appendix A. Boring logs presenting descriptions of the soil strata encountered are included in Appendix B.

Samples were obtained throughout the entirety of most locations in general accordance with Standard Penetration Sampling (SPT). The recorded N-Values (Blows per foot) are indicated on the Boring Logs in the Blows per foot column. All soil samples encountered were removed from the field in moisture tight containers and transported to our laboratory for further examination.

At the lab, a visual classification was performed for each sample. All various soil types were then analyzed for specific engineering properties. The dry auger drilling procedures facilitated observation of shallow groundwater conditions. No groundwater was encountered within the depths explored.



# **GENERAL SITE AND SUBSURFACE CONDITIONS**

The exploration for the proposed truck driving training lot was conducted at the East Arkansas Community College located in Forrest City, Arkansas. It is recommended that the area be stripped in the order of **4-in** to remove the topsoil and organic material in the area. The potential to find stumps or other organic material beneath the surface is low.

The stratigraphy encountered in the boring locations is summarized in Table 2. Subsurface conditions were consistent throughout the entirety of the proposed development. Borings were advanced to a depth of **10-ft** within the pavement area using dry auger procedures.

For a more detailed description of soils encountered while testing see the boring log sheets found in attached preliminary report.

Table2. General Strata Classification of Boring Logs

STRATA	DEPTH (ft)	SOIL CLASSIFICATION	SOIL DESCRIPTION	SIGNIFICANT PROPERTIES
STRATUM I	0 to Completion	CL	Topsoil & Lean Clay	Soft to Very Stiff Low Shrink-Swell Potential

During our exploration, no groundwater was encountered. The potential exists for groundwater to develop during wetter seasons. The significant properties and characteristics of the subsurface strata pertinent to design and constructions are:

- A. The topography of the site and planned building location.
- B. The anticipated pavement loading.
- C. The soft to firm clay encountered in the primary grades.

Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021



## **LABORATORY TESTING**

Description of the soils encountered in the borings was prepared in general accordance with applicable ASTM standards. The soil stratification shown on the boring logs represents soil conditions at the specific boring locations. There may be some variations that occur between or beyond the boring locations.

The stratification lines on the boring logs represent the approximate boundaries between soil types, but the actual transitions between soil layers in the subsurface of the proposed site may be gradual. Laboratory testing was performed to verify/evaluate classification, volumetric stability, and to determine water content. The results of all testing performed are represented in Appendix D Laboratory Test Summary.

# **ANALYSIS AND RECOMMENDATIONS**

# **SITE PREPARATION**

Prior to the placement of any fill or construction of any improvements, it is recommended that any areas of vegetation be stripped (grubbed) **4-in** or deeper to remove the topsoil and organic material in the building and drive areas. Based on the nature of the existing soil encountered at the time of exploration, it is anticipated that the improvement will be at/ or above the existing grades.

Areas of parking and drives should be proof rolled using a loaded **62,000-lbs** dump truck, or equivalent load, to assess the stability of the existing soils. Areas of instability may require over-excavation to remove saturated soils. Backfill should be performed in accordance with the structural fill section of this report. A representative of MTA Engineers should be present for the proof roll in order to evaluate and recommend mitigation of any unstable soils.

Excavation should be performed under dry conditions, using equipment adequate to perform the work. Positive drainage should be maintained throughout this process. The addition of excessive moisture could cause a significant loss of soil stability. Groundwater was not encountered during the sampling process. However, the potential exists for groundwater to develop above during the wetter periods of the year. Consideration should be given to the incorporation of frequent French drains for the control of groundwater during wetter periods.

If areas of instability due to high moisture are encountered during construction, those areas should be processed by scarifying, drying, and re-compacting the clay soils. If soils, at the time of construction, are saturated and require mass over-excavation, lime stabilization may be a viable alternative to over-excavation. Lime stabilization parameters can be given if conditions warrant.



## STRUCTURAL FILL

Select fill, if needed, should consist of approved materials, free of organic matter and debris. For approval, samples of the proposed fill material should be submitted to MTA Engineers for classification testing. Select fill consisting of low plasticity (lean clay) or clayey gravel, classifying as SC, CL, or GC according to the Unified Soils Classification System are generally considered suitable. High plasticity clay soils (soils with a Liquid Limit above **50**) should not be used as fill.

Placement of approved fill should be achieved in multiple thin lifts. Each lift should not exceed eight **8-in** in loose thickness. Compaction of these lifts should be performed with suitable equipment to achieve **95%** of the material's modified proctor (ASTM D-1557) at  $\pm$  **3%** of optimum moisture content. Care should be taken that all compaction recommendations are performed.

Care should be taken that all compaction recommendations are performed. If cohesive soils are to be used, compaction should be performed using a kneading-type vibratory compactor, such as a vibratory sheepsfoot. The material should be broken down sufficiently to provide a dense matrix of particles.

# **PAVEMENT DESIGN**

The paved training lot will be constructed as part of the project. Design traffic volumes and loadings have not been determined. However, we anticipate that the drives will be subject to heavy trucks. We also anticipate that the drives will be placed at/ or above the existing elevation. The site should be stripped off in the order of **4-in** or deeper where necessary.

The following design criteria were used to develop the recommended pavement sections in conjunction with the AASHTO Design Guide 1996:

**Table 1. Pavement Design Assumption Values** 

Table 1.1 avenient besign Assumption values		
PAVEMENT DESIGN ASS	UMPTION VALUES	
CBR	5	
R-VALUE	15	
SOIL SUPPORT VALUE	5	



Based on information obtained during this study, subgrade soils in the paved areas should consist of <u>Stratum I</u> or <u>structural fill</u>. Structural fill, where required, should be placed as recommended in the site grading section of the report. It is recommended that positive site drainage should be provided during construction and be incorporated during the final design.

**Table 2. Pavement Design Recommendations** 

PAVEMENT DESIGN RECOMMENDATIONS		
Gravel Paving	<b>10-in</b> Crushed Stone Base Course <b>12-in</b> Compacted Subgrade	
	3-in ACHM Surface Course	
Asphalt Paving	8-in Crushed Stone Base Course	
	12-in Compacted Subgrade	
	5-in concrete pavement	
Concrete Paving	6-in Crushed Stone Base Course	
	12-in Compacted Subgrade	

**Note:** All pavement sections must comply with the city minimum requirements. It should be recognized that some periodic maintenance of pavement will be required. As a minimum, this should include periodic sealing of all joints and cracks to prevent surface water infiltration.

# **UN-COMPACTED FILL**

No uncompacted fill was encountered on the property during our exploration.

# **STUMP/ ORGANIC FINDINGS**

The potential to find stumps or other organic material below the surface is low.



• • • • •

The following illustrations are attached and complete this report:

Appendix A: Plan of Borings Appendix B: Borings Logs

Appendix C: Key to terms and Symbols Appendix D: Laboratory Test Result

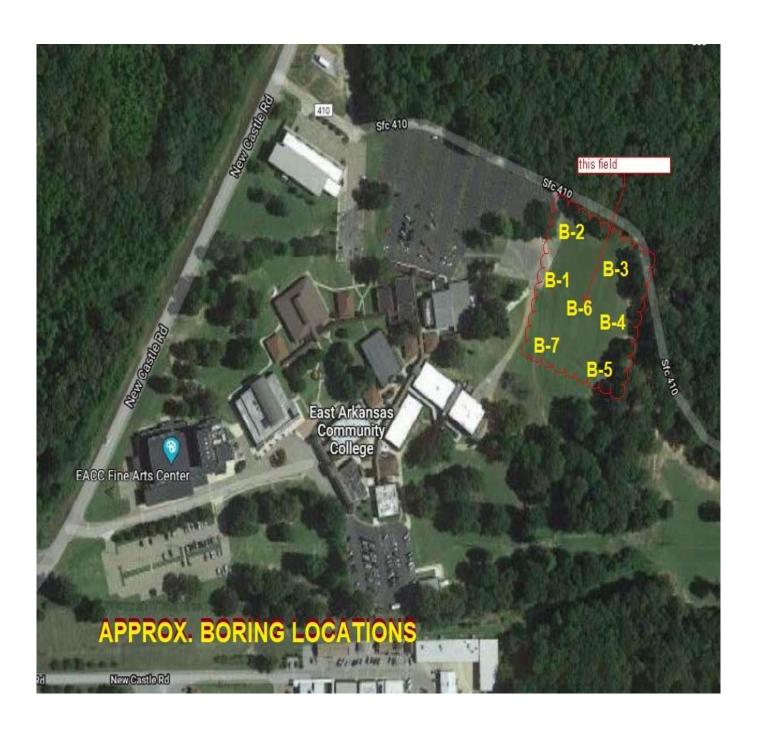
**\* \* \* \*** 

Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021



# Appendix A: Boring Location Plan





Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021



# Appendix B: Boring Logs

M		) **	MTA ENGINEERS a division of		В	oring	Log F	Repo	rt		
	Γ , Αχ <sup>χ</sup>	<i>\$</i>	MATERIALS TESTING OF ARKANSAS www.mtaengineers.com			RING					
JOB N	f O.					.GE .TE:			-18-20	21	
JOB N			E. COMMUNITY COLLEGE PAVEMENT		_ TY	PE OF I	RILLIN	NG:	DR	Y AUGE	
COOR STATI		ΓES:	NORTH: EAST:							BE 7822E	T
LOCA			FORREST CITY		_ DF	ILLED	BY:		L.JOH	NSON NSON	
D	s	S									
E P	Υ	A M	DECODIDETION OF MATERIAL						0	NS NS	
Т	M B	Р	DESCRIPTION OF MATERIAL		τ)	i i		NTY	T 3 #2(	BLOV	
Н	0	L E		SOIL	PLASTIC LIMIT	% MOIST.	LIQUID	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
FT.	L	S	SURFACE ELEVATION: EXISTING GRADE	SOJ	_						
			FIRM		20	26.2	37	17	86.4	3 4-4	8
<u> </u>			TOPSOIL & BROWN LEAN CLAY							3	14
			STIFF							6-8	
5			TAN-BROWN-GRAY, CLAY W/ TRACE	CL						<u>4</u> 5-8	13
			SAND, STIFF	0_						4	13
			STIFF							5-8	
			BROWN, LEAN CLAY							5	16
10			STIFF  Reging Terminated							7-9	
			Boring Terminated								
15											
20											
25											
$\vdash$											
$\vdash$ $\dashv$											
30											
$\vdash \vdash$											
COM:			DEPTH: 10 WATER DEPTH> INIT	IAL:			ĀF	TER	24 HO	URS:	
17171717	71/17/	• •									

M		) P	МЛ	ΓA ENGINEERS a di	vision of		Ī	Boring	Log F	Repoi	t		
\ 7	Γ Αξ		<u>MATERI</u>	www.mtaengineers.com	FARKANSAS		- 1	BORING					
JOB N	 O.							PAGE DATE:			-18-20	21	
JOB N		-		MUNITY COLLEG			_ 1	ΓΥΡΕ OF I	RILLIN	NG:	DRY	Y AUGE	
COOR STATI		ΓES:	NORTH: _		EAST:		- 1					BE 7822E	DT
LOCA		•	FORRES	T CITY			I	LOGGED I DRILLED I	8 Y : BY:		L.JOH L.JOH	NSON	
D		S											
Е	S Y	Α									(	δ.	
P T	M	M P		DESCRIPTION O	F MATERIAL					TY	#200	COW	
Н	ВО	L				JP	TIC	T		TICI	ENT	OF BI	lue
FT.	Ĺ	E S	SURFAC	CE ELEVATION:	EXISTING GRADE	SOIL GROUP	PLASTIC	LIMIT % MOIST.	LIQUID	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
			FIRM									3-6	9
												3	6
			FIRM	DDOMA	LEAN OLAY							3-3	
 5			FIRM	BROWN,	LEAN CLAY	CL						3	10
			FIRIVI			CL						5-5	40
			FIRM									3-9	12
		_	I IIXIVI										0
 10			FIRM									5 3-5	8
				Boring Terr	ninated								
 15													
10													
20													
<u> </u>													
25													
<del>-</del> -													
30													
<u> </u>													
			DEPTH:	10 V	VATER DEPTH> INIT	IAL:		'	AF	TER	24 HO	URS:	
REMA	ARKS	<b>:</b> :											

M		) g	MTA ENGINEERS a division of		Вс	ring	Log F	Repoi	rt		
\ \ \	Γ Α <sub>ξ</sub> ζ		MATERIALS TESTING OF ARKANSAS www.mtaengineers.com		- 1	RING I					
JOB N	 O.					GE TE:			-18-202	21	
JOB N			E. COMMUNITY COLLEGE PAVEMENT		TY	PE OF D	RILLIN	NG:	DRY	Y AUGEI	
		ΓES:	: NORTH: EAST:		- 1					BE 7822D	<u>T</u>
STATI LOCA			FORREST CITY		LOC	GGED E	SY:		L.JOH L.JOH	NSON NSON	
	HOIN.	S	I CICKEUT CITT		- DK	LLEDI	) I		L.JOI1	110011	
D E	S	A									
Р	Y M	М	DESCRIPTION OF MATERIAL					7	200	SMC	
T H	В	P L		<u>.</u>	IC	ST.	(	ICIT	NT NG#	BL(	မ
	0 L	Е		SOIL GROUP	PLASTIC LIMIT	% MOIST.	LIQUID LIQUID	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
FT.	- ////	S		S							
			FIRM		19	23.5	38	19	98.5	3-6	9
										4	8
			FIRM							3-5	
 5			BROWN, LEAN CLAY FIRM	CL						4	10
			FIRM							5-5	
			FIRM							<u>4</u> 5-6	11
			FIRM								
 10			STIFF								13
10	////		Boring Terminated								
15											
20											
 25											
30											
			N DEPTH: 10 WATER DEPTH> INITIA	AL:			AF	TER	24 HO	URS:	
REMA	ARKS	<b>5</b> :									

M		) P	MTA ENGINEERS a division of		В	oring	Log F	Repoi	rt		
\ \ \	Γ Αξ <sup>σ</sup>		MATERIALS TESTING OF ARKANSAS www.mtaengineers.com		- 1	ORING					
JOB N	<u></u> О.					AGE ATE:			-18-20	21	
JOB N			E. COMMUNITY COLLEGE PAVEMENT		- 1					Y AUGEI	
STATI		IES:	NORTH: EAST:		- 1	QUIPMEI OGGED I				BE 7822D NSON	<u> </u>
LOCA			FORREST CITY		_ D	RILLED	3Y:		L.JOH	NSON	
T A A D	S Y M	SAMP	DESCRIPTION OF MATERIAL					ΙΤΥ	,#200	LOWS	
Н	В О L	L E		SOIL GROUP	PLASTIC I BAIT	MOIST.	LIQUID	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
FT.		S	SURFACE ELEVATION: EXISTING GRADE	S &	PL	%		F Z	PE		
			SOFT							1-4 6	5 16
			STIFF TOPSOIL &							8-8	
5			FIRM BROWN LEAN CLAY	CL						<u>6</u> 4-4	8
			STIFF							<del>7</del> 8-10	18
10			VERY STIFF							11 11-13	24
		•	Boring Terminated								
 15											
10											
20											
25											
$\vdash$											
30											
<u> </u>											
			DEPTH: 10 WATER DEPTH> INITIA	AL:		1	AF	TER	24 HO	URS:	
REMA	ARKS	<b>:</b> :									

M		) }	MTA ENGINEERS a division of		I	Boring	Log F	Repoi	t		
	Γ A <sub>ξ</sub> zzzz	<i>\$</i>	MATERIALS TESTING OF ARKANSAS www.mtaengineers.com			BORING PAGE					
JOB N	O.				_ 1	DATE:		1			
JOB N			E. COMMUNITY COLLEGE PAVEMENT  NORTH: EAST:		- 1					Y AUGEI BE 7822D	
STATI					- 1	LOGGED I					
LOCA	TION:		FORREST CITY		1	ORILLED I	BY:		L.JOH	NSON	
D E P T H	S Y M B O	SAMPLE	DESCRIPTION OF MATERIAL	SOIL GROUP	PLASTIC	LIMIT % MOIST.	LIQUID LIMIT	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
FT.	L		SURFACE ELEVATION: EXISTING GRADE	SOI	ÞL≜	LIIN	LIQ	PLA IND	PER PAS		
5			SOFT STIFF TOPSOIL & VERY STIFF BROWN LEAN CLAY	CL						WOH 2-5 4 8-9 8 12-13	7 17 25
10	////		Boring Terminated								
15 20 25 30 COM	PLET	ION	DEPTH: 10 WATER DEPTH> INIT	AL:			AF	TER	24 HO	URS:	
COM!			DEPTH: 10 WATER DEPTH> INIT	IAL:			AF	TER	24 HO	URS:	
VEIA1	$\Delta NNP$	٠.									

M		) P	MTA ENGINEERS a division of		Во	ring l	Log F	Repor	t		
\ \ \	Γ , Αχ <sup>ο</sup>		MATERIALS TESTING OF ARKANSAS www.mtaengineers.com			RING I					
JOB N	O.					GE E:			-18-202	21	
JOB N			E. COMMUNITY COLLEGE PAVEMENT		TYP	E OF D	RILLIN	IG:	DRY	Y AUGEI	
COOR STATI		ΓES:	: NORTH: EAST:							SE 7822D	<u>T</u>
LOCA		•	FORREST CITY		DRI	LLED E	Y: BY:		L.JOH L.JOH	NSON NSON	
D		S					_				
Е	S Y	Α								S	
P T	M	M P	DESCRIPTION OF MATERIAL					ТҮ	#200	COW	
Н	ВО	L		J.	TIC	)IST.	T D	TICI	ENT	OF BI 5-IN.	lue
FT.	Ĺ	E S	SURFACE ELEVATION: EXISTING GRADE	GROUP	PLASTIC LIMIT	% MOIST.	LIQUID LIMIT	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
			SOFT							2-3	5
										4	10
			FIRM							4-6	
— — 5			TOPSOIL & STIFF BROWN LEAN CLAY							4	13
				CL						5-8	
			FIRM							6-6	12
 10			STIFF							5 9-8	17
		•	Boring Terminated								
 15											
15											
20											
25											
<u> </u>											
$\vdash$											
30											
COM	PLET	ION	N DEPTH: 10 WATER DEPTH> INITIAL	L:			AF	TER 2	24 HO	URS:	
REMA											

M		) P	MTA ENGINEERS a division of		В	oring	Log F	Repoi	rt		
7	Γ <b>Α</b> ξ <sup>σ</sup>		MATERIALS TESTING OF ARKANSAS www.mtaengineers.com			ORING :					
JOB N	 O.					GE TE:			-18-20	21	
JOB N		-	E. COMMUNITY COLLEGE PAVEMENT		TY	PE OF E	RILLIN	NG:		Y AUGEI	
		ΓES:	NORTH: EAST:		- 1					BE 7822D	T
STATI LOCA			FORREST CITY							NSON NSON	
D		S			-   51				2.0011	110011	
E	S Y	A								S	
P T	M	M P	DESCRIPTION OF MATERIAL					7	£200	OW.	
H	B O	L		Ь	CIC	IST.	Ω,		ENT NG #	F BL IN.	16
FT.	L	E S	SURFACE ELEVATION: EXISTING GRADE	SOIL GROUP	PLASTIC LIMIT	% MOIST.	LIQUID	PLASTICITY INDEX	PERCENT PASSING #200	NO. OF BLOWS PER 6-IN.	N-Value
		Ţ		S	F	0		H	F	3	8
			TOPSOIL & BROWN LEAN CLAY, FIRM		20	20.4	200	4.0	00.0	4-4 <i>5</i>	4.4
			STIFF		20	20.1	36	16	98.6	5 6-8	14
5			FIRM	CL						<u>4</u> 5-7	12
			<b>GRAY-BROWN, LEAN CLAY</b> FIRM							3	11
			FIRIVI							4-7	
 10			STIFF							6-8	14
			Boring Terminated								
 15											
10											
20											
 25											
 30											
SU											
COM	מים זמ	ION	DEDTH. 40 WATER REPORTS BUTTON	IAT -			A T	TPD -	24 110	IIDC.	
REMA			DEPTH: 10 WATER DEPTH> INIT	IAL:			AF	1EK	24 HO	UKS:	

Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021



# Appendix C: Key to Terms

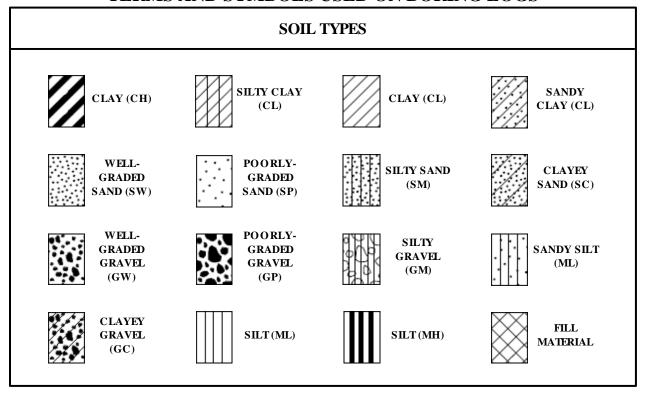


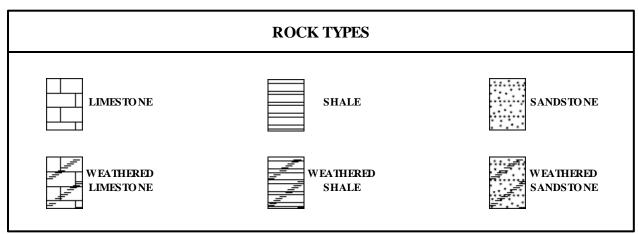
P.O. Box 23715 • Little Rock, AR 72221 Ph. 501.753.2526

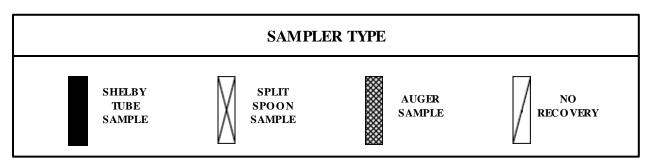
P.O. Box 688 • Springdale, AR 72765 Ph. 479.756.0061

101 S. Church Street, Box 4 • Jonesboro, AR 72401 Ph. 870.530.8380

#### TERMS AND SYMBOLS USED ON BORING LOGS









#### a division of Materials Testing of Arkansas, Inc.

LINIOONIEINIEE

P.O. Box 23715 • Little Rock, AR 72221 Ph. 501.753.2526

P.O. Box 688 • Springdale, AR 72765 Ph. 479.756.0061

101 S. Church Street, Box 4 • Jonesboro, AR 72401 Ph. 870.530.8380

#### SOIL GRAIN SIZE

	U.S. STANDARD SIEVE									
12"	3"	3/4"	4	10	40	200				
BOULDERS COBBL		GRAVEL SAI	SAND							
BUULDERS	COBBLES	COARSE	FINE	COARSE	MEDIUM	FINE	SILT	CLAY		
304	304 76.2 19.1 4.75 2 0.42 0.074 0.002									
SOIL GRAIN SIZE IN MILIMETERS										

#### TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE GRAINED SOILS (major portion retained on No 200 sieve): Includes (1) clean gravels and sands, and (2) silty clayey gravels and sands condition is rated according to relative density, as determined by laboratory tests.

DESCRIPTIVE TERMS	N VALUE	RELATIVE DENSITY
VERY LOOSE	0-4	0 – 15 %
LOOSE	4-10	15 – 35 %
MEDIUM DENSE	10-30	35 – 65 %
DENSE	30-50	65 – 85 %
VERY DENSE	50 and above	85 – 100 %

FINE GRAINED SOILS (major portion passing No 200 sieve): include (1) inorganic and organic silt and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer reading or by unconfined compression tests.

		UNCONFINED
		COMPRESSIVE STRENGTH
DESCRIPTIVE TERMS	N VALUE	TON / SQ. FT.
VERY SOFT	0-3	less than 0.25
SOFT	3-6	0.25 - 0.50
FIRM	6-12	0.50 - 1.00
STIFF	13-20	1.00 - 2.00
VERY STIFF	20-50	2.00- 4.00
HARD	50 and above	4.00 and higher

NOTE: Slickensided and fissured clays may have lower unconfined compressive strengths than shown above because of planes of weakness or cracks in the soil. The consistency rating of such soils are based on penetrometer readings

#### TERMS CHARACTERIZING MOISTURE CONTENT

DRY: No water evident in sample; fines less than plastic limit.

MOIST: Sample feels damp; fines near the plastic limit.

VERY MOIST: Water visible on sample; fines greater than plastic limit and less than liquid limit.

WET: Sample bears free water; fines greater than liquid limit.

#### TERMS CHARACTERIZING SOIL STRUCTURE

SLICKENSIDED: Having inclined planes of weakness that are slick and glassy in appearance.

FISSURED: Containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical.

LAMINATED: Composed of thin layer of varying color and texture.

INTERBEDDED: Composed of alternate layers of different soil types

CALCAREOUS: Containing appreciable quantities of calcium carbonate.

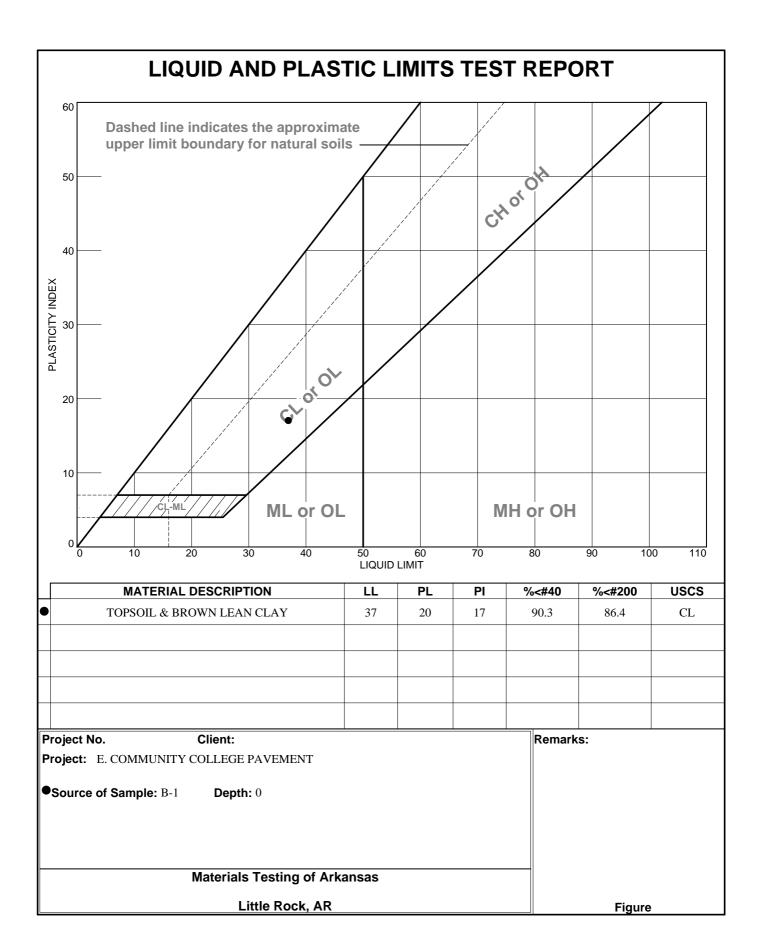
WELL GRADED: Having wide range in grain sizes and substantial amounts of all intermediate particle size.

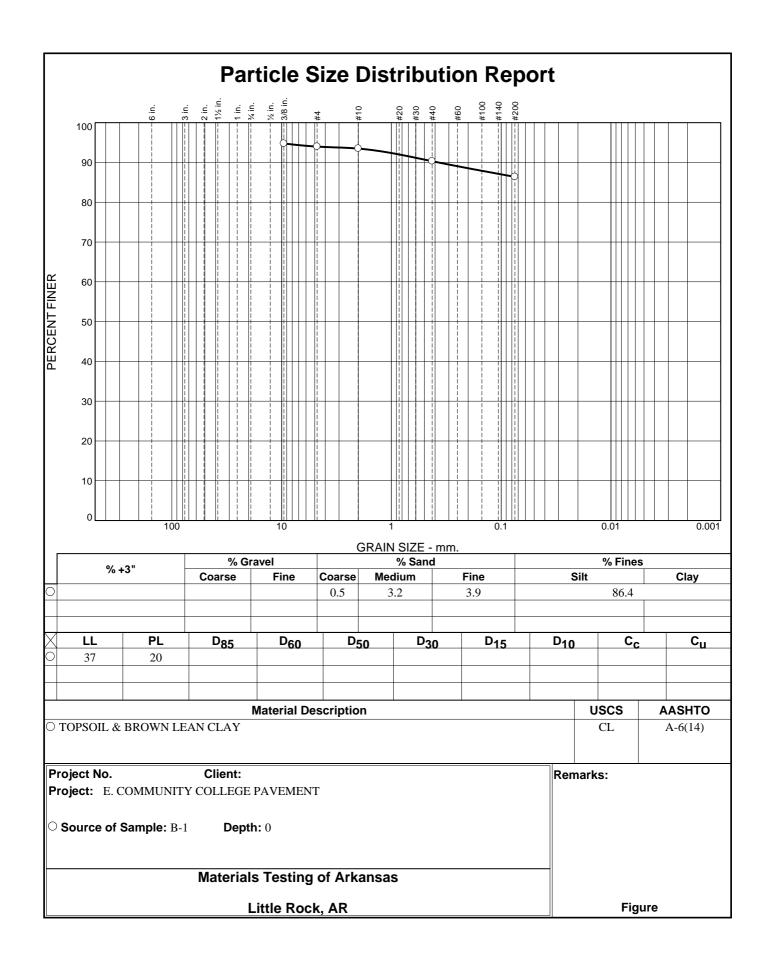
POORLY GRADED: Predominantly of one grain size, or having a range of sizes with some intermediate size missing

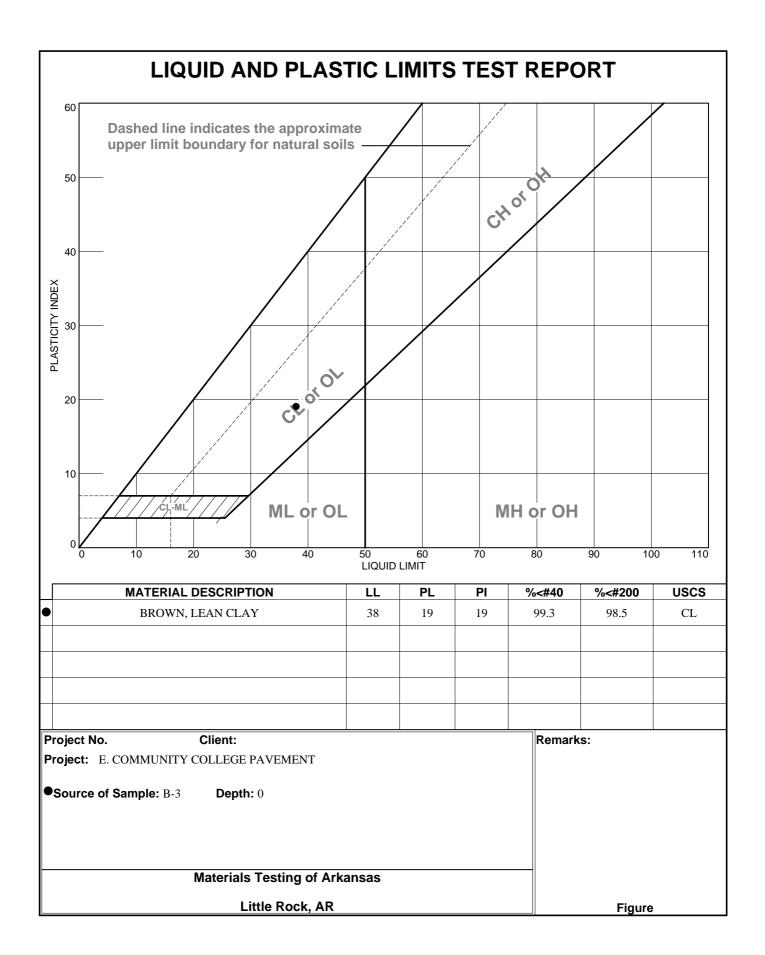
Report of Geotechnical Engineering Exploration EACC Truck Driving Training Lot Forrest City, Arkansas January 25, 2021

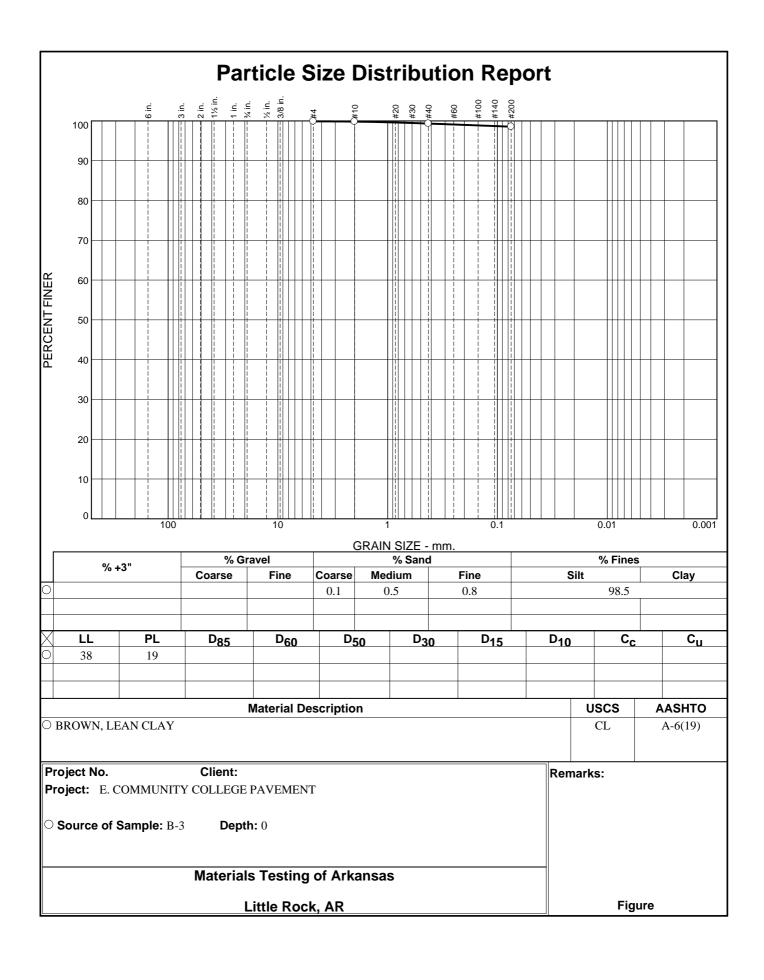


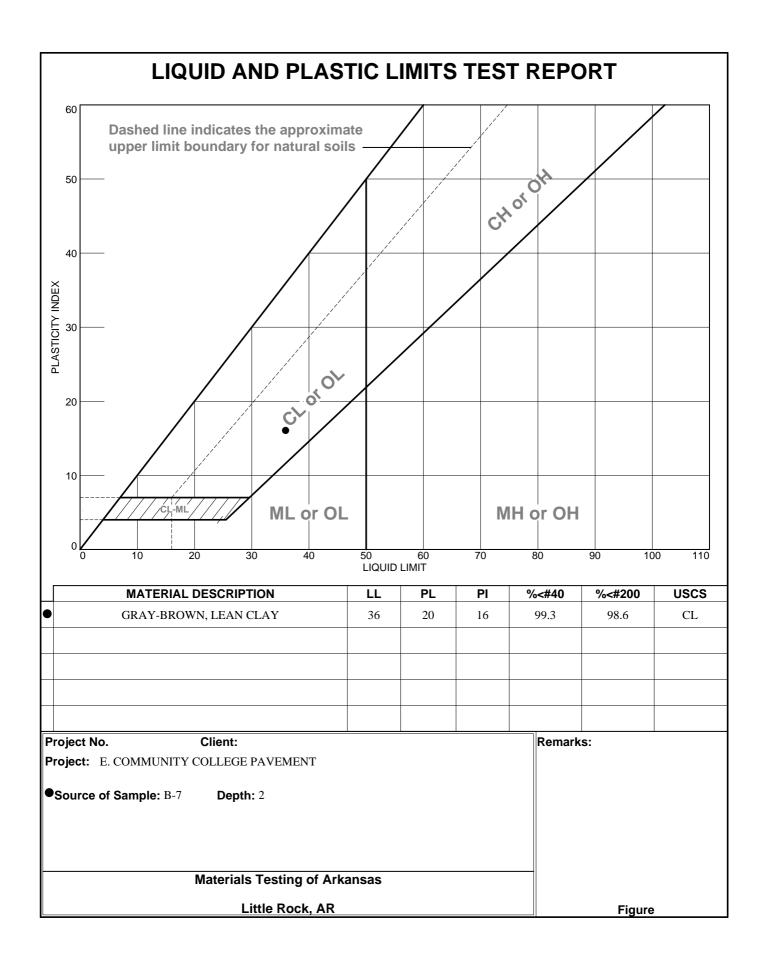
# Appendix D: Laboratory Test Summary

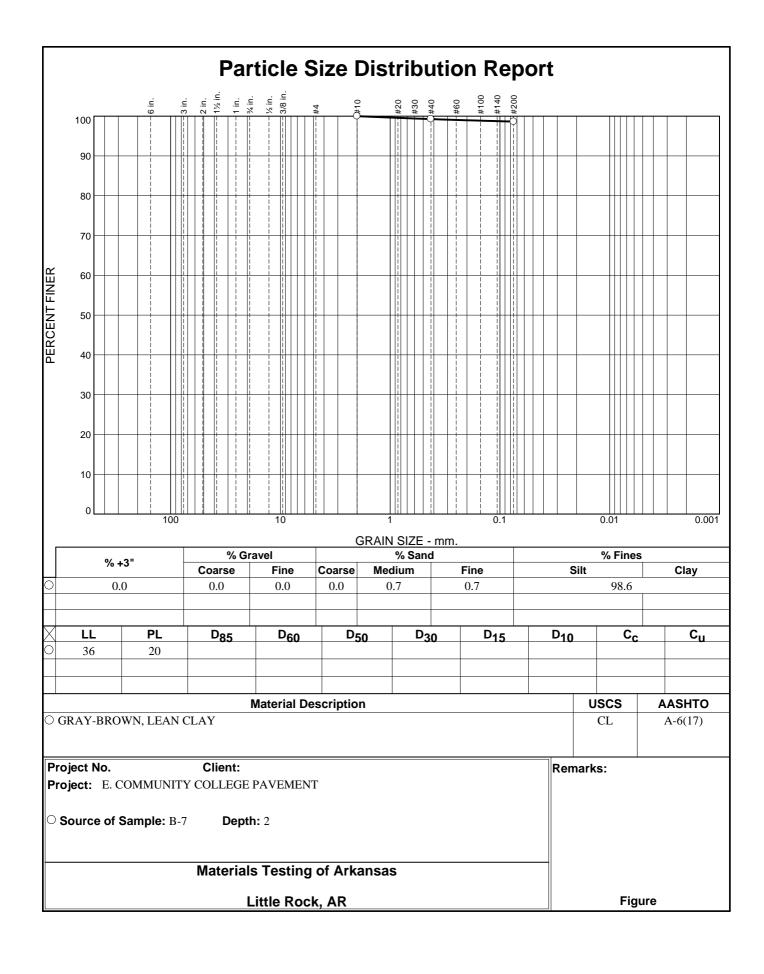














• • • •

The following illustrations are attached and complete this report:

Appendix A: Plan of Borings Appendix B: Borings Logs

Appendix C: Key to terms and Symbols Appendix D: Laboratory Test Result

**\* \* \*** 

#### DOCUMENT 004113 - BID FORM FOR CONSTRUCTION CONTRACT

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

#### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

East Arkansas Community College ATTN: Jim Huff 1700 Newcastle Road Forrest City, AR 72335

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors (if applicable);
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Anti-Collusion and Debarment Form
  - F. Equal Employment Opportunity Policy Certification
  - G. Attachment A Unit Prices

#### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Lump Sum Bids
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price \$	
-----------------------	--

- 3.02 Unit Prices
  - A. Bidder will perform the Work for the Lump Sum Price stated above for the indicated unit prices in Attachment A Unit Prices. Bidder is required to complete Attachment A and submit as part of Bid.
  - B. Bidder acknowledges that:

- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

- 6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

#### A. The Bidder certifies the following:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder:

BIDDER hereby submits this Bid as set forth above:

	(typed or printed name of organization)
·	
	(individual's signature)
me:	(typed or printed)
le:	(typed of printed)
<u> </u>	(typed or printed)
te:	
	(typed or printed)
dder is a corpor	ation, a partnership, or a joint venture, attach evidence of authority to sign.
est:	
	(individual's signature)
me:	(hun a di a un visida di)
*** ·	(typed or printed)
itle:	(typed or printed)
ate:	(spould)
	(typed or printed)
dress for giving n	notices:
der's Contact:	
me:	
	(typed or printed)
e:	
	(typed or printed)
one:	
ail:	
lress:	

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.



#### DOCUMENT 004313 - BID BOND (PENAL SUM FORM)

Bidder	Surety			
Name:	Name:			
Address (principal place of business):	Address (principal place of business):			
Owner	Bid			
Name: East Arkansas Community College	Project (name and location):			
Address (principal place of business):	Agreement between Owner and Contractor for Construction Contract, No. 20-056-1			
1700 Newcastle Road Forrest City, AR 72335	EACC Campus, Forrest City, AR			
1 01100t 01ty, 7 tt 1 2000	Bid Due Date: <b>[Enter date bid is due]</b>			
Bond				
Penal Sum:				
Date of Bond:				
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.				
Bidder	Surety			
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)			
By: (Signature)	By: (Signature) (Attach Power of Attorney)			
Name:	Name:			
(Printed or typed)	(Printed or typed)			
Title:	Title:			
Attest:	Attest:			
(Signature)	(Signature)			
Name:	Name:			
(Printed or typed)	(Printed or typed)			
Title:	Title:			
Notes: (1) Note: Addresses are to be used for giving additional parties, such as joint venturers, if necess.	ng any required notice. (2) Provide execution by any arv.			



- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Copyright<sup>©</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

#### DOCUMENT 004322 - BID FORM ATTACHMENT A - UNIT PRICES

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Concrete Washout	EA	1		\$
2	Construction Entrance	EA	1		\$
3	Straw Wattle	LN. FT.	305		\$
4	Rock Check	EA	1		\$
5	Tree Protection	LN. FT.	180		\$
6	Tree Removal	EA	2		\$
7	Fence Removal	LN. FT.	13		\$
8	Curb Removal	SQ. YD.	0.11		\$
9	Bermuda Sod	SQ. YD.	1176		\$
10	Browntop Millet (25 lbs/acre)	SQ. YD.	1436		\$
11	Bermuda Seed Hulled (135 lbs/acre)	SQ. YD.	1436		\$
12	Compacted Aggregate Base	TON	90		\$
13	Concrete – Trail & Risers	SQ. YD.	333		\$
14	Elevated Walk	EA	1		\$
15	Concrete Abutments	EA	6		\$
16	Boardwalk	SQ. YD.	45		\$
17	Adjust Sewer Manhole to Grade	EA	1		\$
18	Import Select Fill	CY	476		\$
Total of All Unit Price Bid Items					\$

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

12/15/11 Page 1 of 2

# EAST ARKANSAS COMMUNITY COLLEGE SUPPLEMENT TO PROPOSAL

## FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the East Arkansas Community College at the time proposals are submitted.

#### AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

# EAST ARKANSAS COMMUNITY COLLEGE SUPPLEMENT TO PROPOSAL

#### ANTI-COLLUSION AND DEBARMENT CERTIFICATION

### FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:				
APPLIED TO	INITIATING AGENCY	DATES OF ACTION		
Exceptions will not necessarily result in de responsibility. Providing false information sanctions.				
Job No.				
EADN		(Name of Bidder)		
F.A.P. No.		(Signature)		
(Date Executed)	(Title	(Title of Person Signing)		
The following Notary Public certification i contractor's discretion.	s <u>OPTIONAL</u> and may or may	not be completed at the		
State of	) )ss.			
	, being duly sworn, depose	es and says that he is		
(Title)	of(Name of			
and that the above statements are true and	correct.			
Subscribed and Sworn to before me this		, 20		
	(No			

7/26/96 Page 1 of 2

# EAST ARKANSAS COMMUNITY COLLEGE SUPPLEMENT TO PROPOSAL

#### **CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

7/26/96 Page 2 of 2

# EAST ARKANSAS COMMUNITY COLLEGE SUPPLEMENT TO PROPOSAL <u>CERTIFICATION</u>

### THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder, pr	, proposed subcontractor,				
hereby certifies that he has, has not _	, participated in a previous contract or				
subcontract subject to the equal opportunity clause,	as required by Executive Orders 10925, 11114, or				
11246, and that he has, has not	, filed with the Joint Reporting Committee, the				
Director of the Office of Federal Contract Cor	mpliance, a Federal Government contracting or				
administering agency, or the former President's Co	ommittee on Equal Employment Opportunity, all				
reports due under the applicable filing requirements.					
(Currently, Standard Form 100 [EEO-1] is the only reimplementing regulations.)	eport required by the Executive Orders or their				
JOB NO.					
F.A.P. NO.	(Company) By:				
	(Signature)				
(Date Executed)	(Title of Person Signing)				

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

### DOCUMENT 005213 - AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

#### **CONTRACT # 20-056-1**

This Agreement is by and between **East Arkansas Community College** ("Owner") and **[name of contracting entity]** ("Contractor").

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

Owner and Contractor hereby agree as follows:

#### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Erosion Control, Site Clearing and Preparation, Earthwork, Storm Drainage, Concrete Trail Construction with Boardwalks and Elevated Walks.

#### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Job No. 110761 EACC Campus Connectivity (TAP-21)(S)** 

#### **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained **Ecological Design Group**, **Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

#### **ARTICLE 4—CONTRACT TIMES**

- 4.01 Time is of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
  - A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.

#### 4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$50 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 2. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, a lump sum of \$[number].

#### **ARTICLE 6—PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
  - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- 6.03 Final Payment
  - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 Consent of Surety
  - A. Owner will not make final payment at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### **ARTICLE 7—CONTRACT DOCUMENTS**

- 7.01 Contents
  - A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).

- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Israel Boycott Restriction Certification
- Form FHWA-1273
- 7. Specifications as listed in the table of contents of the project manual, including all supplemental specifications and special provisions (copy of list attached).
- 8. Drawings listed on the attached sheet index.
- 9. Exhibits to this Agreement (enumerated as follows):
  - a. Attachment A Unit Prices
  - b. Anti-Collusion and Debarment Form
  - c. Equal Employment Opportunity Policy Certification
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Change Orders.
  - c. Application for Payment Form
  - d. Certificate of Substantial Completion
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
East Arkansas Community College	
(typed or printed name of organization)	(typed or printed name of organization)
Ву:	Ву:
(individual's signature)	(individual's signature)
Date:	Date:
(date signed)	(date signed)
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed)
	(If <b>[Type of Entity]</b> is a corporation, a partnership, or a joint venture, attach evidence
Attact	
Attest: (individual's signature)	Attest: (individual's signature)
Title: (typed or printed)	Title:(typed or printed)
Address for giving notices:	Address for giving notices:
riddress for giving houses.	radioss is giving notices.
·	
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed)
Address:	Address:
	-
Phone:	Phone:
Email:	Email:
(If [Type of Entity] is a corporation, attach	
evidence of authority to sign. If [Type of	License No.: (where applicable)
Entity] is a public body, attach evidence of	
authority to sign and resolution or other documents authorizing execution of this	State:

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

# 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part: or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

#### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

# 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

### EQUAL EMPLOYMENT OPPORTUNITY - NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

# SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

#### 1. General.

- employment opportunity Equal requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 1137S are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.
- b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is binding necessary to make them on subcontractor.

#### 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

### 3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

### 4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

# SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

### 5. Recruitment

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity

Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools. colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

#### 6. Personnel Actions.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

# SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

### 7. Training and Promotion.

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and onthe-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training, In the

event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

#### 8. <u>Unions</u>.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

# SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

### 9. Subcontracting.

- a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

## 10. Records and Reports.

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
- (1) the number of minority and nonminority group members and women employed in each work classification on the project,
- (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

- (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- (4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.
- c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. Ibis information is to be reported on Form PR 1391.

#### 11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

# SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

compliance. 'Ibis collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

# EQUAL EMPLOYMENT OPPORTUNITY - GOALS & TIMETABLES

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

# MINORITIES COUNTY

Arkansas	16.4%
Ashley	16.4%
Baxter	3.3%
Benton	3.3%
Boone	3.3%
Bradley	16.4%
Calhoun	16.4%
Carroll	3.3%
Chicot	16.4%
Clark	16.4%
Clay	26.5%
Cleburne	16.4%
Cleveland	16.4%
Columbia	20.2%
Conway	16.4%
Craighead	26.5%
Crawford	5.6%
Crittenden	32.3%
Cross	26.5%
Dallas	16.4%
Desha	16.4%
Drew	16.4%
Faulkner	16.4%
Franklin	6.6%
Fulton	16.4%
Garland	16.4%
Grant	16.4%
Greene	26.5%
Hempstead	20.2%
Hot Spring	16.4%
Howard -	20.2%
Independence	16.4%
Izard	16.4%
Jackson	16.4%
Jefferson	31.2%
Johnson	16.4%
Lafayette	20.2%
Lawrence	26.5%

	26.50/
Lee	26.5%
Lincoln	16.4%
Little River	19.7%
Logan	6.6%
Lonoke	16.4%
Madison	3.3%
Marion	3.3%
Miller	19.7%
Mississippi	26.5%
Monroe	16.4%
Montgomery	16.4%
Nevada	20.2%
Newton	3.3%
Ouachita	16.4%
Perry	16.4%
Phillips	26.5%
Pike	20.2%
Poinsett	26.5%
Polk	6.6%
Pope.	16.4%
Prairie	16.4%
Pulaski	15.7%
Randolph	26.5%
Saline	15.7%
Scott	6.6%
Searcy	3.3%
Sebastian	5.6%
Sevier	20.2%
Sharp	16.4%
Stone	16.4%
St. Francis	26.5%
Union	16.4%
Van Buren	16.4%
Washington	3.3%
White	16.4%
Woodruff	16.4%
Yell	16.4%

FEMALES Statewide – 6.9%

### EQUAL EMPLOYMENT OPPORTUNITY - GOALS & TIMETABLES

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

#### EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

# STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

### 1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

#### d. "Minority" includes:

- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- If the Contractor is participating (pursuant to 3. 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

#### EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

## STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - Ensure maintain a and a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

#### EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

## STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

boards accessible to all employees at each location where construction work is performed.

- Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsupervisory site personnel such Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving recruitment area the Contractor's employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

### EQUAL EMPLOYMENT OPPORTUNITY - FEDERAL STANDARDS

## STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thou-h the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee. helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

7/26/96

Rev. 2/11/98 Rev. 2/20/03 Rev. 7/27/06

Rev. 10/24/06 Rev. 9/16/13 Rev. 8/22/17

# FHWA-1273 SUPPLEMENTAL SPECIFICATION

# POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN	
	Equal Employment Opportunity is the Law  "EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer	
		U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer	
3.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)  *Union Contractors Only	Contractor to Prepare:  a. EEO policy statement.  b. Notice encouraging employees to refer minority and female applicants for employment.  c. Notice informing employees of an available training program and the entrance requirements.  d. Complaint procedures  e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located.  f. Work environment statement.  g. Certification of nonsegregated facilities  *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.	
4.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management Division – ARDOT	

7/26/96

Rev. 2/11/98 Rev. 2/20/03 Rev. 7/27/06 Rev. 10/24/06 Rev. 9/16/13 Rev. 8/22/17

# FHWA-1273 SUPPLEMENTAL SPECIFICATION

# POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
5.	"Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
6.	"Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
7.	Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
8.	"NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
9.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10.	Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11.	Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
12.	WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
	Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

7/26/96

Rev. 2/11/98 Rev. 2/20/03 Rev. 7/27/06 Rev. 10/24/06

Rev. 9/16/13 Rev. 8/22/17

# FHWA-1273 SUPPLEMENTAL SPECIFICATION

# POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).  The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	ARDOT Resident Engineer
Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	ARDOT Resident Engineer
Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	ARDOT Resident Engineer
Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	ARDOT Resident Engineer
Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	ARDOT Resident Engineer
Pay Transparency Nondiscrimination Provision	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).  The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.  Family and Medical Leave Act of 1993 (WH-1420)  Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.  Employee Polygraph Protection Act (WH-1462)  Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)  Arkansas Department of Labor Notice to Employer & Employee	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300).  The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.  Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.  Employee Polygraph Protection Act (WH-1462)  Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)  U. S. Department of Labor  U. S. Department of Labor  U. S. Department of Labor  U. S. Department of Labor

#### ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATION WAGE RATE DETERMINATION

"General Decision Number: AR20230148 01/06/2023

Superseded General Decision Number: AR20220148

State: Arkansas

Construction Type: Highway

County: St Francis County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
  - all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/06/2023

a

# ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATION WAGE RATE DETERMINATION

F	Rates	WAGE RATE L Fri	nges
CARPENTER (Form Work Only)\$	18.87		0.00
CARPENTER, Excludes Form Work\$	15.92	**	0.00
CEMENT MASON/CONCRETE FINISHER\$	14.36	**	0.00
FENCE ERECTOR\$	11.80	**	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)\$	13.50	**	0.00
INSTALLER - GUARDRAIL\$	17.00		0.00
IRONWORKER, REINFORCING\$	15.80	**	0.00
IRONWORKER, STRUCTURAL\$	20.95		9.26
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor\$	12.95	**	0.00
LABORER: Common or General\$			0.00
LABORER: Mason Tender -	10.07		0.00
Cement/Concrete\$	11.51	**	0.00
OPERATOR: Asphalt Plant\$	17.67		0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$	19.73		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader\$	19.49		0.00
OPERATOR: Broom/Sweeper\$	14.94	**	0.00
OPERATOR: Bulldozer\$	18.01		0.00
OPERATOR: Crane\$	25.21		0.00
OPERATOR: Grade Checker\$	19.30		0.00
OPERATOR: Grader/Blade\$	19.75		0.00
OPERATOR: Loader\$	13.77	**	0.00
OPERATOR: Mechanic\$	22.42		0.00
OPERATOR: Milling Machine\$	20.95		0.00
OPERATOR: Oiler\$	16.06	**	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$	16.31		0.00
OPERATOR: Post Driver (Guardrail/Fences)\$	19.30		0.00
OPERATOR: Roller\$	15.00	**	0.00
OPERATOR: Scraper\$	17.78		0.00
OPERATOR: Screed\$	15.91	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

<sup>\*\*</sup> Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

#### ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATION WAGE RATE DETERMINATION

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION"



### Department of Transformation and Shared Services

Governor Asa Hutchinson Secretary Amy Fecher Director Edward Armstrong

# ISRAEL BOYCOTT RESTRICTION CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503\* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	East Arkansas Community College
AASIS Vendor Number	9901700001
Contractor/Vendor	
Contractor Signature:	Date:

"Public entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or rules, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

07122019



# DOCUMENT 006113.13 - PERFORMANCE BOND

Contractor	Surety					
Name: [Full formal name of Contractor]	Name: [Full formal name of Surety]					
Address (principal place of business):	Address (principal place of business):					
[Address of Contractor's principal place of business]	[Address of Surety's principal place of business]					
Owner	Contract					
Name: East Arkansas Community College	Description (name and location):					
Mailing address (principal place of business):	Agreement between Owner and Contractor for Construction Contract, No. 20-056-1					
1700 Newcastle Road	EACC Campus, Forrest City, AR					
Forrest City, AR 72335	Contract Price: [Amount from Contract]					
	Effective Date of Contract: [Date from Contract]					
Bond						
Bond Amount: [Amount]						
(Date of Bond: [Date]  (Date of Bond cannot be earlier than Effective Date of Contract)  Modifications to this Bond form:  □ None □ See Paragraph 16	of Contract) Modifications to this Bond form:					
Surety and Contractor, intending to be legally bound Performance Bond, do each cause this Performance agent, or representative.						
Contractor as Principal	Surety					
(Full formers) is a second Combination						
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)					
By:	, , , , , , , , , , , , , , , , , , , ,					
	(Full formal name of Surety) (corporate seal)  By:  (Signature)(Attach Power of Attorney)					
By: (Signature) Name:	By:  (Signature)(Attach Power of Attorney)  Name:					
By:  (Signature)  Name:  (Printed or typed)	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)					
By: (Signature) Name:	By:  (Signature)(Attach Power of Attorney)  Name:					
By:  (Signature)  Name:  (Printed or typed)	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)					
By:  (Signature)  Name:  (Printed or typed)  Title:	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)  Title:					
By:         (Signature)           Name:         (Printed or typed)           Title:         Attest:           (Signature)           Name:         (Signature)	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:					
By:         (Signature)           Name:         (Printed or typed)           Title:         (Signature)           Name:         (Printed or typed)	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:  (Printed or typed)					
By:         (Signature)           Name:         (Printed or typed)           Title:         (Signature)           Name:         (Printed or typed)           Title:         (Printed or typed)	By:  (Signature)(Attach Power of Attorney)  Name:  (Printed or typed)  Title:  Attest:  (Signature)  Name:					

PERFORMANCE BOND 00 61 13.13 - 1



- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default: or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and



the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

- 14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.



- 14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 16. Modifications to this Bond are as follows: [Describe modification or enter "None"]



# DOCUMENT 006113.16 - PAYMENT BOND

Contractor	Surety
Name: [Full formal name of Contractor]	Name: [Full formal name of Surety]
Address (principal place of business):	Address (principal place of business):
[Address of Contractor's principal place of business]	[Address of Surety's principal place of business]
Owner	Contract
Name: East Arkansas Community College	Description (name and location):
Mailing address (principal place of business):	Agreement between Owner and Contractor for
1700 Newcastle Road Forrest City, AR 72335	Construction Contract, No. 20-056-1 EACC Campus, Forrest City, AR Contract Price: [Amount, from Contract]
•	Effective Date of Contract: [Date, from
Bond	Contract!
Bond Amount: [Amount]	
Date of Bond: <b>[Date]</b> (Date of Bond cannot be earlier than Effective Date of Contract)  Modifications to this Bond form:  □ None □ See Paragraph 18  Surety and Contractor, intending to be legally bound	
Payment Bond, do each cause this Payment Bond representative.	to be duly executed by an authorized officer, agent, or
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
Ву:	Ву:
(Signature)	(Signature)(Attach Power of Attorney)
Name: (Drieto d or turo d)	Name:
(Printed or typed)	(Printed or typed)
Title:	Title:
Attest:	Attest:
(Signature)	(Signature)
Name: (Printed or typed)	Name:(Printed or typed)
· · · · · · · · · · · · · · · · · · ·	· · · · · ·
Title:	Title:
Notes: (1) Provide supplemental execution by any a singular reference to Contractor, Surety, Owner, or	



- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

- 9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

- 16.1. *Claim*—A written statement by the Claimant including at a minimum:
  - 16.1.1. The name of the Claimant;
  - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
  - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  - 16.1.4. A brief description of the labor, materials, or equipment furnished;
  - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.



- 16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: None

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

**E|D|G** 00 62 76

Owner:	East Arl	kansas Community Coll	ege Own	er's Project No.:		
Engineer:	gineer: Ecological Design Group, Inc.			Engineer's Project No.: 20-056		
Contractor:		,	Conf	ractor's Project No	D.:	
Project:		110761 EACC Campus	S Connectivity (TAP-2	1)(S)		
Contract:	20-056-	1				
Application			Application Date:			
Application	Period:	From	to	<u>_</u>		
1. Ori	ginal Con	tract Price			#REF!	
2. Ne	t change l	by Change Orders			#REF!	
		tract Price (Line 1 + Line	,		#REF!	
		completed and materials				
,		ımn G Lump Sum Total	and Column J Unit Pr	ice Total)	#REF!	
5. Re	tainage					
	ı. <u>0%</u>	_ X	Work Completed =	#REF!		
b		X#REF!	Stored Materials =	#REF!		
		etainage (Line 5.a + Line	•	-	#REF! #REF!	
	_	ble to date (Line 4 - Line is payments (Line 6 fron	,	_	#NET!	
	-	this application	ii piloi appiication)		#REF!	
		nish, including retainage	e (Line 3 - Line 4 + Lin	e 5.c)	#REF!	
Contractor's Certification  The undersigned Contractor certifies, to the best of its knowledge, the following:  (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.						
Contractor:						
Signature:				Date:	:	
Recommend	ded by Er	ngineer	Approve	d by Owner		
Ву:			Ву:			
Title:			Title:			
Date:			Date:			
Approved by	y Fundin	g Agency				
Ву:			Ву:			
Title:			Title:			
Date:			Date:			

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

**Progress Estimate - Lump Sum Work** 

**Contractor's Application for Payment** 

Owner:	East Arkansas Community College	Owner's Project No.:	110761
Engineer:	Ecological Design Group, Inc.	Engineer's Project No.:	20-056
Contractor:		Contractor's Project No.:	
Project:	Job No. 110761 EACC Campus Connectivity (TAP-21)(S)		
Contract:	20-056-1		

Application No.:	Application Period:	From		to			Application Date:	
Α	В	С	D	E	F	G	Н	I
			Work Co	mpleted				
ltem No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			Original Contract					
						-		-
						-		-
						-		-
						-		-
	<u> </u>					-		-
						_		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Original Contract Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	•							

### Progress Estimate - Lump Sum Work

**Contractor's Application for Payment** 

Owner:	East Arkansas Community College	Owner's Project No.:	110761
Engineer:	Ecological Design Group, Inc.	Engineer's Project No.:	20-056
Contractor:		Contractor's Project No.:	
Project:	Job No. 110761 EACC Campus Connectivity (TAP-21)(S)	•	
Contract:	20-056-1		

Application No.:	Application Period:	From		to			Application Date:	
Α	В	С	D	E	F	G	Н	I
Item No.	Description	Scheduled Value (\$)	Work Co (D + E) From Previous Application (\$)	ompleted This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			Change Orders					
						•		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						•		-
						•		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
								-
								-
						_		-
	Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
						•		
		Original	Contract and Chang	e Orders				
	Project Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



# DOCUMENT 006363 - CHANGE ORDER NO.: [Number of Change Order]

Owner:	East Arkansas Community College	Owner's Project No.:	110761
Engineer:	Ecological Design Group, Inc.	Engineer's Project No.:	20-056
O		On the stanta Duniant Na	

Contractor: Contractor's Project No.:

Project: Job No. 110761 EACC Campus Connectivity (TAP-21)(S)

Contract Name: Agreement between Owner and Contractor for Construction Contract, No. 20-056-1

Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

# [Description of the change]

Attachments:

# [List documents related to the change]

Change in Contract Times
[State Contract Times as either a specific date or a
number of days]

	Change in Contract Price	number of days]		
Original (	Contract Price:	Original Contract Times:		
		Substantial Completion:		
\$		Ready for final payment:		
	e] [Decrease] from previously approved Orders No. 1 to No. [Number of previous Order]:	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: Ready for final payment:		
Contract	Price prior to this Change Order:	Contract Times prior to this Change Order: Substantial Completion:		
\$		Ready for final payment:		
[Increase	e] [Decrease] this Change Order:	[Increase] [Decrease] this Change Order: Substantial Completion:		
\$		Ready for final payment:		
	Price incorporating this Change Order:	Contract Times with all approved Change Orders: Substantial Completion:		
\$		Ready for final payment:		
Ву: _	Recommended by Engineer (if required)	Accepted by Contractor		
Title: _				
Date: _				
	Authorized by Owner	Approved by Funding Agency (if applicable)		
Ву: _				
Title: _				

Copyright<sup>®</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Date:



# DOCUMENTS 006516 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Engineer: Contractor:	East Arkansas Community College Ecological Design Group, Inc.	Owner's Project No.: Engineer's Project No.: Contractor's Project No.:
Project: Contract Name:	Job No. 110761 EACC Campus Conne Agreement between Owner and Contractor	ectivity (TAP-21)(S)
This □ Preliminary	☐ Final Certificate of Substantial Comp	letion applies to:
□ All Work □ T	he following specified portions of the W	ork:
[Describe the p	portion of the work for which Certific	ate of Substantial Completion is issued]
Date of Substantial	Completion: [Enter date, as determine	ed by Engineer]
Contractor, and Eng the Work or portion Contract pertaining	gineer, and found to be substantially cor thereof designated above is hereby est to Substantial Completion. The date of pletion marks the commencement of the	ted by authorized representatives of Owner, implete. The Date of Substantial Completion of ablished, subject to the provisions of the Substantial Completion in the final Certificate contractual correction period and applicable
inclusive, and the fa	s to be completed or corrected is attached ailure to include any items on such list de lete all Work in accordance with the Cor	
	ntractual responsibilities recorded in this er and Contractor; see Paragraph 15.03.	Certificate should be the product of mutual D of the General Conditions.
utilities, insurance, a		urity, operation, safety, maintenance, heat, cupancy of the Work must be as provided in
Amendments to Ow	/ner's Responsibilities: □ None □ As fo	llows:
[List amendme	ents to Owner's Responsibilities]	
Amendments to Co	ntractor's Responsibilities: □ None □ A	s follows:
[List amendme	ents to Contractor's Responsibilities]	
The following docur	ments are attached to and made a part o	of this Certificate:
[List attachme	nts such as punch list; other docume	ents]
	s not constitute an acceptance of Work t a release of Contractor's obligation to s.	not in accordance with the Contract complete the Work in accordance with the
Engineer		
By (signature):		
Name (printed):		
Title:		

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.



# DOCUMENT 007213 - STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

# **TABLE OF CONTENTS**

		Page
Article 1-	–Definitions and Terminology	1
1.01	Defined Terms	1
1.02	Terminology	5
Article 2-	–Preliminary Matters	6
2.01	Delivery of Performance and Payment Bonds; Evidence of Insurance	6
2.02	Copies of Documents.	6
2.03	Before Starting Construction	7
2.04	Preconstruction Conference; Designation of Authorized Representatives	7
2.05	Acceptance of Schedules	7
2.06	Electronic Transmittals	7
Article 3-	-Contract Documents: Intent, Requirements, Reuse	8
3.01	Intent	8
3.02	Reference Standards	8
3.03	Reporting and Resolving Discrepancies	9
3.04	Requirements of the Contract Documents	9
3.05	Reuse of Documents	10
Article 4-	-Commencement and Progress of the Work	10
4.01	Commencement of Contract Times; Notice to Proceed	10
4.02	Starting the Work	
4.03	Reference Points	10
4.04	Progress Schedule	10
4.05	Delays in Contractor's Progress	11
Article 5-	Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01	Availability of Lands	12
5.02	Use of Site and Other Areas	12
5.03	Subsurface and Physical Conditions	13
5.04	Differing Subsurface or Physical Conditions	
5.05	Underground Facilities	
5.06	Hazardous Environmental Conditions at Site	
Article 6-	–Bonds and Insurance	
	Performance Payment and Other Bonds	19

6.02	Insurance—General Provisions	20
6.03	Contractor's Insurance	21
6.04	Builder's Risk and Other Property Insurance	22
6.05	Property Losses; Subrogation	23
6.06	Receipt and Application of Property Insurance Proceeds	23
Article 7–	–Contractor's Responsibilities	24
7.01	Contractor's Means and Methods of Construction	24
7.02	Supervision and Superintendence	24
7.03	Labor; Working Hours	24
7.04	Services, Materials, and Equipment	25
7.05	"Or Equals"	25
7.06	Substitutes	26
7.07	Concerning Subcontractors and Suppliers	27
7.08	Patent Fees and Royalties	28
7.09	Permits	29
7.10	Taxes	29
7.11	Laws and Regulations	29
7.12	Record Documents	30
7.13	Safety and Protection	30
7.14	Hazard Communication Programs	31
7.15	Emergencies	31
7.16	Submittals	31
7.17	Contractor's General Warranty and Guarantee	33
7.18	Indemnification	34
7.19	Delegation of Professional Design Services	35
Article 8–	–Other Work at the Site	36
8.01	Other Work	36
8.02	Coordination	36
8.03	Legal Relationships	36
Article 9–	–Owner's Responsibilities	37
9.01	Communications to Contractor	37
9.02	Replacement of Engineer	38
9.03	Furnish Data	38
9.04	Pay When Due	38
9.05	Lands and Easements; Reports, Tests, and Drawings	38
9.06	Insurance	38

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

# E D G

9.07	Change Orders	38
9.08	Inspections, Tests, and Approvals	38
9.09	Limitations on Owner's Responsibilities	38
9.10	Undisclosed Hazardous Environmental Condition	38
9.11	Evidence of Financial Arrangements	38
9.12	Safety Programs	38
Article 10	—Engineer's Status During Construction	39
10.01	Owner's Representative	39
10.02	Visits to Site	39
10.03	Resident Project Representative	39
10.04	Engineer's Authority	39
10.05	Determinations for Unit Price Work	39
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	40
10.07	Limitations on Engineer's Authority and Responsibilities	40
10.08	Compliance with Safety Program	40
Article 11	—Changes to the Contract	40
11.01	Amending and Supplementing the Contract	40
11.02	Change Orders	41
11.03	Work Change Directives	41
11.04	Field Orders	41
11.05	Owner-Authorized Changes in the Work	42
11.06	Unauthorized Changes in the Work	42
11.07	Change of Contract Price	42
11.08	Change of Contract Times	43
11.09	Change Proposals	43
11.10	Notification to Surety	44
Article 12	—Claims	44
12.01	Claims	44
Article 13	—Cost of the Work; Allowances; Unit Price Work	46
13.01	Cost of the Work	46
13.02	Allowances	49
13.03	Unit Price Work	49
Article 14	—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	50
14.01	Access to Work	50
14.02	Tests, Inspections, and Approvals	50
14.03	Defective Work	51

14.04	Acceptance of Defective Work	51
14.05	Uncovering Work	51
14.06	Owner May Stop the Work	52
14.07	Owner May Correct Defective Work	52
Article 15—	Payments to Contractor; Set-Offs; Completion; Correction Period	53
15.01	Progress Payments	53
15.02	Contractor's Warranty of Title	55
15.03	Substantial Completion	56
15.04	Partial Use or Occupancy	56
15.05	Final Inspection	57
15.06	Final Payment	57
15.07	Waiver of Claims	58
15.08	Correction Period	58
Article 16—	-Suspension of Work and Termination	59
16.01	Owner May Suspend Work	59
16.02	Owner May Terminate for Cause	59
16.03	Owner May Terminate for Convenience	60
16.04	Contractor May Stop Work or Terminate	61
Article 17—	-Final Resolution of Disputes	61
17.01	Methods and Procedures	61
Article 18—	-Miscellaneous	61
18.01	Giving Notice	61
18.02	Computation of Times	62
18.03	Cumulative Remedies	62
18.04	Limitation of Damages	62
18.05	No Waiver	62
18.06	Survival of Obligations	62
18.07	Controlling Law	62
18.08	Assignment of Contract	62
18.09	Successors and Assigns	62
18.10	Headings	62

### STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

#### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 Defined Terms

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

#### 10. Claim

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.
- 11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 12. Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
- 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 15. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 16. Contractor—The individual or entity with which Owner has contracted for performance of the Work.
- 17. Cost of the Work—See Paragraph 13.01 for definition.
- 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.
- 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- 21. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 22. Engineer—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained

- pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 28. Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid
- Notice to Proceed—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 30. Owner—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
- 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 33. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
- 34. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 35. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
- 36. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 37. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 38. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

- 39. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 41. Submittal—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 42. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
- 43. Successful Bidder—The Bidder to which the Owner makes an award of contract.
- 44. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
- 45. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

#### 46. Technical Data

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

- 47. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 50. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

# E. Furnish, Install, Perform, Provide

- 1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Contract Price or Contract Times: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

#### **ARTICLE 2—PRELIMINARY MATTERS**

### 2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

#### 2.02 Copies of Documents

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

### 2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

# 2.04 Preconstruction Conference; Designation of Authorized Representatives

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

#### 2.05 Acceptance of Schedules

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

#### 2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.



C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

#### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### 3.02 Reference Standards

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

# 3.03 Reporting and Resolving Discrepancies

# A. Reporting Discrepancies

- 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

# B. Resolving Discrepancies

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

#### 3.04 Requirements of the Contract Documents

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

other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### 3.05 Reuse of Documents

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

#### ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

#### 4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

#### 4.02 Starting the Work

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

# 4.03 Reference Points

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

### 4.04 Progress Schedule

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

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

# 4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - Acts or failures to act of third-party utility owners or other third-party entities (other than
    those third-party utility owners or other third-party entities performing other work at or
    adjacent to the Site as arranged by or under contract with Owner, as contemplated in
    Article 8); and
  - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
  - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
  - 1. The circumstances that form the basis for the requested adjustment;
  - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

- 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
- 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
- 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

# ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

# 5.01 Availability of Lands

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

#### 5.02 Use of Site and Other Areas

#### A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly

attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

# 5.03 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
- 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
- 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

# 5.04 Differing Subsurface or Physical Conditions

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

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

- B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

# E. Possible Price and Times Adjustments

- Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. Underground Facilities; Hazardous Environmental Conditions: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

# 5.05 Underground Facilities

- A. Contractor's Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
  - reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
  - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

- 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
- 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. Engineer's Review: Engineer will:
  - promptly review the Underground Facility and conclude whether such Underground Facility
    was not shown or indicated on the Drawings, or was not shown or indicated with reasonable
    accuracy;
  - 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  - obtain any pertinent cost or schedule information from Contractor; determine the extent, if
    any, to which a change is required in the Drawings or Specifications to reflect and
    document the consequences of the existence or location of the Underground Facility; and
  - 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Early Resumption of Work: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. Possible Price and Times Adjustments
  - Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

- c. Contractor gave the notice required in Paragraph 5.05.B.
- 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
- 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
  - 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
  - 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute



resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

#### **ARTICLE 6—BONDS AND INSURANCE**

# 6.01 Performance, Payment, and Other Bonds

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

### 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

### 6.03 Contractor's Insurance

- A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.

- C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  - 4. not seek contribution from insurance maintained by the additional insured; and
  - as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

### 6.04 Builder's Risk and Other Property Insurance

- A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. Property Insurance for Facilities of Owner Where Work Will Occur. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. Property Insurance for Substantially Complete Facilities: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. Partial Occupancy or Use by Owner. If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. Insurance of Other Property; Additional Insurance: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

# 6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
  - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

# 6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy.



- Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

#### ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

#### 7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 Supervision and Superintendence

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

# 7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may

perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

# 7.04 Services, Materials, and Equipment

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

# 7.05 "Or Equals"

- A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
  - 1) all variations of the proposed substitute item from the item specified; and
  - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

### 7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such

- proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

# 7.08 Patent Fees and Royalties

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



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

### 7.09 Permits

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

# 7.10 *Taxes*

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

# 7.11 Laws and Regulations

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

### 7.12 Record Documents

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

# 7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

# 7.14 Hazard Communication Programs

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

# 7.15 Emergencies

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

### 7.16 Submittals

- A. Shop Drawing and Sample Requirements
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall:
    - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determine and verify:
      - all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
      - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
      - all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
    - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
  - Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

- 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

# 1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

### 2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
- Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule
  of Submittals, any related Work performed prior to Engineer's review and approval of the
  pertinent submittal will be at the sole expense and responsibility of Contractor.

# C. Engineer's Review of Shop Drawings and Samples

- Engineer will provide timely review of Shop Drawings and Samples in accordance with the
  accepted Schedule of Submittals. Engineer's review and approval will be only to determine
  if the items covered by the Submittals will, after installation or incorporation in the Work,
  comply with the requirements of the Contract Documents, and be compatible with the
  design concept of the completed Project as a functioning whole as indicated by the
  Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
- 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

- 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
- 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

# D. Resubmittal Procedures for Shop Drawings and Samples

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

# E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

- 1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

# 7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and quarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or
  - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent



- caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

# 7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

### **ARTICLE 8—OTHER WORK AT THE SITE**

# 8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

### 8.02 Coordination

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

# 8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has



arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

#### **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### 9.01 Communications to Contractor

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

# 9.02 Replacement of Engineer

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

#### 9.03 Furnish Data

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

# 9.04 Pay When Due

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

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

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

### 9.06 Insurance

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

### 9.07 Change Orders

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

# 9.08 Inspections, Tests, and Approvals

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

### 9.09 Limitations on Owner's Responsibilities

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

#### 9.10 Undisclosed Hazardous Environmental Condition

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

### 9.11 Evidence of Financial Arrangements

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

# 9.12 Safety Programs

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

### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

# 10.01 Owner's Representative

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

# 10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

# 10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

# 10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

### 10.05 Determinations for Unit Price Work

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

# 10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

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

### 10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

# 10.08 Compliance with Safety Program

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

### **ARTICLE 11—CHANGES TO THE CONTRACT**

### 11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

# 11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 Field Orders

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

# 11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

# 11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

# 11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or
  - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and

11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

# 11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

# 11.09 Change Proposals

A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

# B. Change Proposal Procedures

- 1. Submittal: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

- 3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. Engineer's Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
- 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

### 11.10 Notification to Surety

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

# **ARTICLE 12—CLAIMS**

#### 12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents:

- 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

### D. Mediation

- 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
- 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
- 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

# ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
  - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  - 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  - 5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

# c. Construction Equipment Rental

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work does not include any of the following items:
  - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

### D. Contractor's Fee

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment

by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

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

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

#### E. Adjustments in Unit Price

- Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
     and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

- The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

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

### 14.01 Access to Work

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

### 14.02 Tests, Inspections, and Approvals

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

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.



F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

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

# 14.04 Acceptance of Defective Work

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

# 14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.



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

### 14.06 Owner May Stop the Work

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

### 14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

# 15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

# B. Applications for Payments

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

### C. Review of Applications

- Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

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

# D. Payment Becomes Due

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

# E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - G. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - I. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

# 15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

### 15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner,

- and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
- 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

### 15.05 Final Inspection

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

### 15.06 Final Payment

### A. Application for Payment

- After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
- 2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such



a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. Notice of Acceptability: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

### 15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

### 15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 Owner May Suspend Work

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

### 16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

### 16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

### 16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### 17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
  - elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

### **ARTICLE 18—MISCELLANEOUS**

### 18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.



### 18.02 Computation of Times

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

### 18.03 Cumulative Remedies

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

### 18.04 Limitation of Damages

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

### 18.05 No Waiver

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

### 18.06 Survival of Obligations

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

### 18.07 Controlling Law

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

### 18.08 Assignment of Contract

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

### 18.09 Successors and Assigns

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

### 18.10 Headings

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

Copyright® 2018 NSPE, ACEC, and ASCE. All rights reserved.



# DOCUMENT 007300 - SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

### **TABLE OF CONTENTS**

	Page
Article 1— Definitions and Terminology	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents: Intent, Requirements, Reuse	1
Article 4— Commencement and Progress of the Work	1
Article 5— Site, Subsurface and Physical Conditions, Hazardoud Environmental Conditions	1
Article 6— Bonds and Insurance	2
Article 7— Contractor's Responsibilities	5
Article 8— Other Work at the Site	5
Article 9— Owner's Responsibilities	6
Article 10— Engineer's Status During Construction	6
Article 11— Changes to the Contract	6
Article 12— Claims	6
Article 13— Cost of Work; Allowances, Unit Price Work	6
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	6
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period	6
Article 16— Suspension of Work and Termination	6
Article 17— Final Resolutions of Disputes	6
Article 18— Miscellaneous	6

### SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

### **ARTICLE 2—PRELIMINARY MATTERS**

No suggested Supplementary Conditions in this Article.

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

### ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

## ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

- 5.03 Subsurface and Physical Conditions
- SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:
  - E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
EACC Truck Driving Training Lot	Jan. 25 <sup>th</sup> , 2021	Subsurface Investigation

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Boundary/Topographic Survey	Aug. 7 <sup>th</sup> , 2018	Existing Surface Data

- G. Contractor may request copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents from Engineer.
- 5.06 Hazardous Environmental Conditions
- SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:
  - 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

### None Identified.

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

None Identified.

### ARTICLE 6-BONDS AND INSURANCE

- 6.02 Insurance—General Provisions
- SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:
  - Contractor may obtain worker's compensation insurance from an insurance company that
    has not been rated by A.M. Best, provided that such company (a) is domiciled in the state
    in which the Project is located, (b) is certified or authorized as a worker's compensation
    insurance provider by the appropriate state agency, and (c) has been accepted to provide
    worker's compensation insurance for similar projects by the state within the last 12
    months.
- 6.03 Contractor's Insurance
- SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:
  - Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
    - None additionally insured.
  - E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	•
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's	N/A
responsibility coverage), if applicable	
Jones Act (if applicable)	

Workers' Compensation and Related Policies	Policy limits of not less than:
Bodily injury by accident—each accident	N/A
Bodily injury by disease—aggregate	N/A
Employer's Liability	
Each accident	\$100,000.00
Each employee	\$100,000.00
Policy limit	\$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability	
coverage must be endorsed to either the worker's compensation	N/A
or commercial general liability policy with a minimum limit of:	

- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  - 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  - 2. damages insured by reasonably available personal injury liability coverage, and
  - 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  - 4. Underground, explosion, and collapse coverage.
  - 5. Personal injury coverage.
  - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - For design professional additional insureds, ISO Endorsement CG 20 32 07 04
     "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

- 1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
- 2. Any exclusion for water intrusion or water damage.
- 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
- 4. Any exclusion of coverage relating to earth subsidence or movement.
- 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
- 6. Any limitation or exclusion based on the nature of Contractor's work.
- 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- 1. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000.00
Products—Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00

J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	N/A
Each Accident	N/A
Property Damage	
Each Accident	N/A
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00

K. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
General Aggregate	\$1,000,000.00

- M. Contractor's Pollution Liability Insurance: Not Required.
- N. Contractor's Professional Liability Insurance: Not Required.

- O. Railroad Protective Liability Insurance: Not Required.
- P. Unmanned Aerial Vehicle Liability Insurance: Not Required.

### ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

- 7.03 Labor; Working Hours
- SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:
  - C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.
- SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:
  - D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.
- 7.07 Concerning Subcontractors and Suppliers
- SC-7.07 Add the following new Paragraphs immediately after Paragraph 7.07.M:
  - N. Contractor is hereby notified that:
    - 1. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
    - 2. The Contractor shall require any present or future Subcontractor, for which the subcontract amount is greater than \$25,000.00 to complete and sign the Contract and Grant Disclosure and Certification form. The Contractor shall ensure that any agreement, current or future between the Contractor and a Subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:
      - Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
    - The Contractor shall transmit a copy of the Subcontractor's disclosure form to the Owner and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontract's disclosure.

### ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.



### **ARTICLE 9—OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

### ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

### ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

### **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

### ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

# ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

### ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No suggested supplementary conditions in this article.

### ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

### ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

### **ARTICLE 18—MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

Copyright<sup>®</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:  Yes No	CONTRAC	SUBCONTRACTOR NAME:	IS THIS FOR:				
TAXPAYER ID NAME:			Goods?		] Services?		
YOUR LAST NAME:			FIRST NAME:		M.I.:		
ADDRESS:							
CITY:			STATE:	ZIP CODE:	ii	COUNTRY:	
AS A CONDITION OF O	BTAIN TH AN	ING, E Y ARK	XTENDING, AMENDING, ANSAS STATE AGENCY	OR RENEWING THE FOLLOW	AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:	AGREEMENT, ISED:	
			FOR .	INDIVIDUALS	UALS*		
Indicate below if: you, your spouse or the brother, sister, parent, or child Member, or State Employee:	e or the	brother, s	ister, parent, or child of you or your	spouse is a current or	of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commiss	onal Officer, State Board or	Sommiss
Position Held	Mar	Mark (√)	Name of Position of Job Held	For How Long?	What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	they related to you? ublic, Jr., child, etc.]	
	Current	Former	board/ commission, data entry, etc.]	From To MM/YY	Person's Name(s)	Relation	
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
☐ None of the above applies	Se						
			FOR AN EN	) XIIIX	BUSINESS)*		
Indicate below if any of the followi Officer, State Board or Commissic Member, or State Employee. Pos	ng perso n Memb ition of o	ns, currer er, State l ontrol me	lowing persons, current or former, hold any position of control or hold any ownership interest of 10% or greater is sistion Member. State Employee, or the spouse, brother, sister, parent, or child of a member of the General Asse Position of control means the power to direct the purchasing policies or influence the management of the entity.	trol or hold any owner. ster, parent, or child o ng policies or influence	Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.	of the General Assembly, C Officer, State Board or Comr	onstitutio nission
	Mar	Mark (√)	Name of Position of Job Held	For How Long?	What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	of ownership interest and/oontrol?	
rosition neid	Current	Former	[senator, representative, name of board/commission, data entry, etc.]	From To MM/YY	Person's Name(s)	Ownership Position of Interest (%) Control	JC
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
☐ None of the above applies	Sé						Ī

# Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

# As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

- 1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
- I will include the following language as a part of any agreement with a subcontractor: ر ا

pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the Contract and Grant Disclosure and Certification Form completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency. რ

certify under   that I agree to	I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.	of my knowledge and belief, onditions stated herein.	all of the above info	mation is true and correct and
Signature		Title		Date
Vendor Contact Person	t Person	Title		Phone No.
Agency use only Agency Number	Agency A Name C	Agency Contact Person	Contact Phone No	Contract or Grant No

### SECTION 007319 - HEALTH AND SAFETY REQUIREMENT

Pursuant to Ark. Code Ann. §22-9-212 et. Seq., the Contractor agrees that all trench or excavation having a depth of over five feet will be performed in accordance per the Section.

The Contractor agrees to provide all trench or excavation safety systems as mandated by Part 1926–Safety and Health Regulations for Construction, Subpart P – Excavations and any other applicable Federal Regulations. See attached Subpart P - Excavations.

The Contractor is responsible for completing all trench and excavation with proper safety in place during performance of the Work.

END OF SECTION 007319

### SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.

### C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

### 1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

ALLOWANCES 012100 - 1

### 1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.6 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

ALLOWANCES 012100 - 2

### 1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- 3.3 SCHEDULE OF ALLOWANCES (Not Used)

END OF SECTION 012100

ALLOWANCES 012100 - 3

### SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

### 1.2 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 SCHEDULE OF UNIT PRICES

A. Concrete Washout:



- Description: This shall be compensation for all costs associated with the Contractor's construction to maintain the required concrete washout(s) during the entire duration of the project work.
- 2. Unit of Measurement: Each (EA).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### B. Concrete Entrance:

- 1. Description: This shall be compensation for all costs associated with the Contractor's construction to maintain the required concrete entrance during the entire duration of the project work.
- 2. Unit of Measurement: Each (EA).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### C. Straw Wattle

- 1. Description: This shall be compensation for all costs associated with the Contractor's installation of straw wattles as prescribed herein and for all materials, labor, tools, equipment and incidentals necessary to complete the work.
- 2. Unit of Measurement: Linear Feet (LF).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### D. Rock Check Dam

- 1. Description: This shall be compensation for all costs associated with the Contractor's installation of the rock check dam(s) as prescribed herein and for all materials, labor, tools, equipment and incidentals necessary to complete the work.
- 2. Unit of Measurement: Each (EA).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### E. Tree Protection

- 1. Description: This shall be compensation for all costs associated with the Contractor's installation of tree protection as prescribed herein and for all materials, labor, tools, equipment and incidentals necessary to complete the work.
- 2. Unit of Measurement: Each (EA).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### F. Bermuda Sod

- Description: This shall be compensation for all costs associated with the Contractor's installation of sod including the furnishing of all sod, installation, labor, materials, and all other appurtenance needed to completely install sod.
- 2. Unit of Measurement: Square Yard (SY).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### G. Browntop Millet (25 lbs/acre)

 Description: This shall be compensation for all costs associated with the Contractor's installation of browntop millet seed at a rate of 25 lbs per acre, including the furnishing of

- all seed, installation, labor, materials, and all other appurtenance needed to completely install sod.
- 2. Unit of Measurement: Square Yard (SY).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### H. Bermuda Seed Hulled (135 lbs/acre)

- Description: This shall be compensation for all costs associated with the Contractor's installation of Bermuda seed hulled at a rate of 135 lbs. per acre, including the furnishing of all seed, installation, labor, materials, and all other appurtenance needed to completely install sod.
- 2. Unit of Measurement: Square Yard (SY).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### I. Compacted Aggregate Base

- 1. Description: This shall be compensation for all costs associated with the Contractor's construction of complete in place pavement marking as necessary to accommodate the proposed improvements.
- 2. Unit of Measurement: Ton (TON).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### J. Concrete – Trail and Risers

- 1. Description: This shall be compensation for all costs associated with the Contractor's construction of complete in place finished cement concrete trail and risers including; forming, aggregate base, placement, finishing, curing, jointing, protection and all other items as necessary to accommodate the proposed improvements.
- 2. Unit of Measurement: Square Yard (SQ.YD.).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### K. Elevated Walk

- Description: This shall be compensation for all costs associated with the Contractor's construction of the elevated walk including: forming, reinforcement, labor, and all other material needed to completely install the elevated walk.
- 2. Unit of Measurement: Each (EA)
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### L. Concrete Abutments

- Description: This shall be compensation for all costs associated with the Contractor's construction of the concrete abutment(s) including; forming, reinforcement, labor, and all other material needed to completely install the concrete abutments.
- 2. Unit of Measurement: Each (EA)
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### M. Boardwalk

 Description: This shall be compensation for all costs associated with the Contractor's construction of the boardwalk including; forming, reinforcement, labor, and all other material needed to completely install the boardwalk.

- 2. Unit of Measurement: Square Yard (SY)
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### N. Adjust Sewer Manhole to Grade:

- 1. Description: This shall be compensation for all costs associated with adjusting existing sewer manholes to the proposed grade..
- 2. Unit of Measurement: Cubic Yard (CU.YD.).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

### O. Import Select Fill:

- 1. Description: This shall be compensation for all costs associated with the 1' of select fill for all concrete pavement areas, as necessary to accommodate the proposed improvements.
- 2. Unit of Measurement: Cubic Yard (CU.YD.).
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Division 01 Section "Allowances."

END OF SECTION 012200

### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.
  - Other dust-control measures.



### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

### 1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Engineer, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.



- 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.



- 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service underground unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.



- 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
- 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
  - a. Provide temporary, directional signs for construction personnel and visitors.
- 3. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.



- 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to [erosion- and sedimentation-control Drawings] requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- G. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- I. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As indicated on Drawings.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- J. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.



- K. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- L. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- N. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 3. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:



- 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
- 2. Keep interior spaces reasonably clean and protected from water damage.
- 3. Periodically collect and remove waste containing cellulose or other organic matter.
- 4. Discard or replace water-damaged material.
- 5. Do not install material that is wet.
- 6. Discard and replace stored or installed material that begins to grow mold.
- 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

### 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 01 50 00

### SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

### 1.2 RELATED REQUIREMENTS

- A. Section 31 1000 Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- B. Section 31 2000 Earthwork: Temporary and permanent grade changes for erosion control.
- C. Section 32 1123 Aggregate Base Courses: Temporary and permanent roadways.

### 1.3 DEFINITIONS

- A. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated defined by a circle concentric with each tree with a radius 12 times the tree's caliper size and with a minimum radius of 96 inches unless otherwise indicated. Reference Demo and Tree Preservation Plan for tree protection fence locations.

### 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
- C. Samples: For each type of the following:



- 1. Organic Mulch: Sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
- 2. Protection-Zone Fencing: Assembled Samples.
- 3. Protection-Zone Signage: Full-size Samples.
- D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Certification: From ISA Certified Arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- B. Maintenance Recommendations: From ISA Certified Arborist, for care and protection of trees affected by construction during and after completing the Work.
- C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

### 1.7 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA, licensed arborist in jurisdiction where Project is located, current member of ASCA, or registered Consulting Arborist as designated by ASCA.

### 1.8 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
  - 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
  - 2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation".
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: Shredded hardwood.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Engineer.
  - 1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top rails and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
    - a. Height: 48 inches
  - 2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 96 inches apart.
    - a. Height: 48 inches.
  - 3. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch (50-by-100-mm) horizontal rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 96 inches (2400 mm) apart, and lower rail set halfway between top rail and ground.
    - a. Height: 48 inches.
  - 4. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart. Highvisibility orange color.
    - a. Height: 48 inches.
  - 5. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering, stating "Notice: Tree Preservation Area



DO NOT ENTER" or other verbiage as required by Urban Forester for the jurisdiction in which work will take place.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Tree-Protection Area: An Arborist shall examine all trees to remain and assess the health and maintenance needed for each individual tree. A report shall be generated from the Arborist and submitted to the Contractor, Owner and Landscape Architect.

### 3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- B. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
  - Apply 4-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

### 3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas except by entrance gates.
  - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
  - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Landscape Architect.
  - 3. Access Gates: Install where indicated.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Landscape Architect.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete, and equipment has been removed from the site.

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

#### 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

# 3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 3. Cover exposed roots with burlap or mulch and water regularly.
  - 4. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Expose roots by hand or using an air spade. Prune tree roots by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrowtine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

# 3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
  - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
  - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
  - 3. Pruning Standards: Prune trees according to ANSI A300 and/or as indicated on Drawings.
- B. Cut branches with sharp pruning instruments; do not break or chop.
- C. Do not paint or apply sealants to wounds.
- D. Chip removed branches and spread over areas identified by Engineer.



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

#### 3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil approved by Landscape Architect. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

# 3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.
- B. Reports: All trees disturbed or damaged within a tree protection area or easement are to be assessed and a report produced by an arborist. All trees to remain are to be evaluated individually in a report by an arborist. Report is to be reviewed and approved by the Landscape Architect. All associated cost of arborist and associated work recommended in reports are to be at the contractor's expense. Including but not limited to pruning, dead wooding, tree removal and legal disposal of material offsite.

### 3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by the Landscape Architect.
  - Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
  - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
- B. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 4-inch uniform thickness to remain.

# 3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 01 56 39

# SECTION 015713 - TEMPORARY EROSION AND SEDIMENT CONTROL

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

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

# 1.2 RELATED REQUIREMENTS

- A. Section 00 1003 Stormwater Pollution Prevention Plan
- B. Section 31 1000 Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- C. Section 31 2000 Earthwork: Temporary and permanent grade changes for erosion control.
- D. Section 32 1123 Aggregate Base Courses: Temporary and permanent roadways.

# 1.3 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of U.S. Environmental Protection Agency (EPA) and Arkansas Department of Environmental Quality (ADEQ) for erosion and sedimentation control.
  - Comply with requirements and recommendations of the EPA National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP)
  - 2. Comply with requirements and recommendations of the ADEQ Construction Stormwater Discharge Permit ARR150000.
  - 3. Comply with requirements and recommendation of the ADEQ Short Term Activity Authorization Permit, Specification Section 001001.
- B. Comply with requirements of State of Arkansas, Erosion and Sedimentation Control Manual.
- C. Comply with Local Jurisdictional requirements.
- D. Develop and follow an Erosion and Sedimentation Prevention Plan and submit weekly inspection reports.
- E. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.

- 1. Obtain and pay for permits and provide security required by authority having jurisdiction.
- A. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- B. Timing: Put preventive measures in place prior to disturbance of surface cover and before precipitation occurs.
- C. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- D. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
  - 1. Control movement of sediment and soil from temporary stockpiles of soil.
  - 2. Prevent development of ruts due to equipment and vehicular traffic.
  - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- E. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  - 1. Prevent windblown soil from leaving the project site.
  - 2. Prevent tracking of mud onto public roads outside site.
  - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- F. Sedimentation of Waterways on Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
  - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having iurisdiction.
  - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- G. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
  - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- H. Open Water: Prevent standing water that could become stagnant.
- I. Maintenance: Maintain temporary preventive measures until permanent measures have been

established.

J. All area left disturbed longer than 14 days shall be vegetated and/or stabilized.

#### 1.4 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
  - 1. Submit within 2 weeks after Notice to Proceed.
  - Include:
    - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
    - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
    - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
    - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
    - e. Other information required by law.
    - f. Format required by law is acceptable, provided any additional information specified is also included.
  - 3. Obtain the approval of the Plan by authorities having jurisdiction.
  - 4. Obtain the approval of the Plan by Owner.
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.
- E. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Mulch: Use one of the following:
  - 1. Straw or hay, certified weed seed free 'clean'.
  - 2. Erosion control matting or netting, bio- or photo-degradable straw, coconut, coir or jute.
  - 3. 100% Wood Fiber Hydroseeding Mulch
- B. Grass Seed for Temporary Cover: If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
  - 1. Summer Temporary Cover: May -September shall be Browntop Millet seeded at 100 lbs per acre and Plains Coreopsis seeded at 2 lbs per acre.
  - Winter Temporary Cover: September-May shall be Cereal Rye -Secale cereale grain 200 lbs/acre.

- C. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
  - Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D 4751.
  - 2. Permittivity: 0.05 sec^-1, minimum, when tested in accordance with ASTM D 4491.
  - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D 4355 after 500 hours exposure.
  - 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D 4632.
  - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D 4632.
  - 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D 4533.
  - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- D. Silt Fence Posts: One of the following, minimum 5 feet long:
  - Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
- E. Gravel: See Section 32 1123 for aggregate.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

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

# 3.2 PREPARATION

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

#### 3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
  - 1. Width: As required; 20 feet, minimum.
  - 2. Length: 50 feet, minimum.
  - 3. Provide at each construction entrance from public right-of-way.
  - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
  - 1. Provide linear sediment barriers:
    - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
    - b. Along the toe of cut slopes and fill slopes.
    - c. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at

maximum of 200 feet apart.

- d. Across the entrances to culverts that receive runoff from disturbed areas.
- 2. Space sediment barriers with the following maximum slope length upslope from barrier:
  - a. Slope of Less Than 2 Percent: 100 feet.
  - b. Slope Between 2 and 5 Percent: 75 feet.
  - c. Slope Between 5 and 10 Percent: 50 feet.
  - d. Slope Between 10 and 20 Percent: 25 feet.
  - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
  - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
  - 1. Cover with polyethylene film, secured by placing soil on outer edges.
  - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hav.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- Temporary Seeding: Use where temporary vegetated cover is required.

# 3.4 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
  - 1. Excavate minimum of 6 inches.
  - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  - 3. Place and compact at least 6 inches of 1.5 to 3.5 inch diameter stone.
- B. Silt Fences:
  - 1. Store and handle fabric in accordance with ASTM D 4873.
  - 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  - 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  - 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  - 5. Install with top of fabric at nominal height and embedment as specified.
- 3.5 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Ecological Design Group, Inc.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

# 3.6 MAINTENANCE

A. Contractor shall maintain, repair, replace or add best management practices and structural erosion and sediment controls as necessary or required to maintain project compliance with all applicable local, state and federal requirements, including Project specific Permits.

# 3.7 WARRANTY

- A. Contractor shall warrant the project for Permit compliance for the duration of all project work or project area surface disturbance and for one year after project completion, whichever is longer.
- B. Contractor shall pay for any and all fines, fees or costs incurred by the Project or Owner for non-compliance with Permit requirements.

END OF SECTION 01 57 13

# SECTION 311000 - SITE CLEARING

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Protecting existing vegetation to remain.
- 2. Removing existing vegetation.
- 3. Clearing and grubbing.
- 4. Stripping and stockpiling topsoil.
- 5. Removing above- and below-grade site improvements.
- 6. Disconnecting, capping, or sealing site utilities.
- 7. Temporary erosion and sedimentation control.

# 1.2 RELATED SECTIONS

- A. Section 015639 Temporary Tree and Plant Protection
- B. Section 015713 Temporary Erosion and Sediment Control
- C. Section 312000 Earth Moving

# 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.4 MATERIAL OWNERSHIP

A. Except for 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 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Salvageable 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. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

# PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "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. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- 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. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

#### 3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with utility companies to shut off indicated utilities.
  - B. 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 Engineer not less than two days in advance of proposed utility interruptions.
    - 2. Do not proceed with utility interruptions without Engineer's written permission.
  - C. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

# 3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  - 2. Use only hand methods or air spade for grubbing within protection zones.
  - B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
    - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

# 3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated on Drawings of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

### 3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

# 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 31 10 00

### SECTION 312000 - EARTH MOVING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

# A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for, slabs-on-grade, walks, pavements, turf, and grasses, and plants.
- 3. Excavating and backfilling for buildings and structures.
- 4. Drainage course for concrete slabs-on-grade.
- 5. Subbase course for concrete walks, pavements.
- 6. Subbase course and base course for asphalt paving.
- 7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

# 1.2 DEFINITIONS

- Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- 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 base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)



- 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.

# 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct pre-excavation conference at Project site.

# 1.4 INFORMATIONAL SUBMITTALS

A. Material test reports.

#### 1.5 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- B. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

# PART 2 - PRODUCTS

# 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches 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, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, 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/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
  - 1. Arkansas Highway and Transportation Department Class 7 Aggregate Base Course (ABC)

# E D G

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

# 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

# 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 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.

#### 3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  - 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
  - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
  - 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, 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. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

# 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 higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches 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. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. 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 Section 015639 "Temporary Tree and Plant Protection."



#### 3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, 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, may be used when approved by Engineer.
  - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

### 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.
  - Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

# 3.9 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. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 321313 "Concrete Pavement."
- D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 321313 " Concrete Pavement."
- E. Initial Backfill: Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch any dimension, to a height of 12 inches 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.
- F. Final Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

#### 3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontals so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under building slabs, use engineered fill.
  - 5. Under footings and foundations, use engineered fill.

# 3.11 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.

# 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698/ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent or per city standard, whichever has higher percentage.

# 3.13 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.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.

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

# 3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  - 1. Shape subbase course and base course to required crown elevations and cross-slope grades.
  - 2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698/ASTM D 1557.

# 3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

# 3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform inspections:
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. 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.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. 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.

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)



# 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.
- 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.

**END OF SECTION** 

### SECTION 312116 - TRENCHING

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

1. Excavating trenches for piped utilities.

# B. Related Sections:

1. Section 312000 – Earthwork: For backfilling and compaction of utility trenches.

# 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

#### B. ASTM International:

- 1. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
- 3. ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
- 4. ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
- ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- 6. ASTM D6938 10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

# 1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

# 1.4 SUBMITTALS

- A. Section 013000 Administrative Requirements: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

# 1.5 QUALITY ASSURANCE

A. Perform Work in accordance with all applicable codes, and City of Fayetteville Ordinances.

#### 1.6 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Arkansas.

#### 1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

# 1.8 COORDINATION

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
  - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

# 3.2 PREPARATION

- A. Call "One Call", the local utility information service at 811 not less than three (3) working days before performing Work.
  - 2. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

# 3.3 TRENCHING

- A. Excavate subsoil required for utilities to utility service.
- B. Remove lumped subsoil, boulders, and rock up of 1/6 of a cubic yard measured by volume. Remove larger material as specified in Section 312000 as rock excavation.
- C. Perform excavation within 24 inches of existing utility service and in accordance with utility's requirements.

- D. Do not advance open trench more than 200 feet ahead of installed pipe.
- E. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- F. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.
- G. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe utilities.
- H. Do not interfere with 45 degree bearing splay of foundations.
- I. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- J. When subsurface materials at bottom of trench are loose or soft, [excavate to greater depth as directed by notify Engineer, and request instructions.]
- K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with satisfactory fill material as defined in Section 312000, Earthwork and compact to density equal to or greater than requirements for subsequent backfill material.
- L. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- M. Correct over excavated areas with compacted backfill as specified for authorized excavation or replace with satisfactory fill as directed by Engineer.
- N. Remove excess subsoil not intended for reuse, from site.

# 3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to [new] [and] [existing] Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

### 3.5 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Refer to Drawings and Section 312000, Earthwork for backfill procedure and materials for various pipe types.

- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Do not leave more than 50 feet of trench open at end of working day.
- G. Protect open trench to prevent danger to the public.

# 3.6 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed. Basis of acceptance shall include but not be limited to compacted density performed as specified herein.
  - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method) or ASTM D 6938.
- B. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, Contractor shall perform additional compaction and testing, at his expense, until specified density is obtained.

### 3.7 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic during construction.

**END OF SECTION 312116** 

#### **SECTION 312319 - DEWATERING**

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes construction dewatering.

# 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.3 FIELD CONDITIONS

A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

# PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

# PART 3 - EXECUTION

# 3.1 PREPARATION

- A. Provide temporary grading to facilitate dewatering and control of surface water.
- B. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," Section 311000 "Site Clearing," during dewatering operations.

# 3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

DEWATERING 312319 - 1



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- 1. Space well points or wells at intervals required to provide sufficient dewatering.
- 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.
- C. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

# 3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
  - 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 3. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.
- C. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

# 3.4 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

**END OF SECTION 312319** 

DEWATERING 312319 - 2

# SECTION 320523 - CONCRETE FOR EXTERIOR IMPROVEMENTS

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes exterior cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, joints, placement procedures, and finishes.
- B. Related Sections:
  - 1. 321373 CONCRETE PAVING JOINT SEALANT
  - 2. 321376 SIDEWALKS
  - 3. 321613 CONCRETE CURB AND GUTTER
  - 4. 330500 MANHOLES AND STRUCTURES
  - 5. 334111 STORM DRAINAGE

# 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

# 1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

# 1.4 QUALITY ASSURANCE

A. 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.

- Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- 2. Manufacturer shall provide concrete mix designs stamped and sealed by a licensed professional Engineer licensed in the State of Arkansas.
- B. Testing Agency Qualifications: An independent agency, approved by Owner and Engineer qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Testing Agency shall be managed by a licensed professional engineer licensed in the State of Arkansas.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage and provide a qualified independent testing agency to perform material evaluation tests and to sample and test concrete mixtures.
- F. Preinstallation Conference: Conduct conference at Project site.

# 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Allowable Concrete Mix Temperature: ACI 301-99 Section 4.2.2.7.
  - 1. Cold Weather: Minimum 35 degrees F.
  - 2. Hot Weather: Maximum 95 degrees F.
- B. Do not place concrete during rain, sleet, or snow unless protection is provided.

# PART 2 - EXECUTION

#### 2.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

# 2.2 EMBEDDED ITEMS

- A. Specify embedded items and anchorage devices for other work attached to or supported by cast-in-place concrete. Insert specific requirements for installing embedded items, if any, that are part of the Work.
- B. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

# 2.3 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

# 2.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Where shown on plans and details.
- C. Reinforcing Steel: 60 ksi yield grade; deformed billet steel bars, ASTM A615; plain finish.
- D. Welded Steel Wire Fabric: plain type, ASTM A 185; in coiled rolls, plain finish, 6x6-W1.4 x W1.4 or 6x6 W2.9 X W2.9 as shown on the Drawings.

# 2.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

E. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

# 2.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Concrete shall not be placed on top of mud, standing water, ice, trash, debris or anything other than the specified subbase material.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- D. Cold-Weather Placement: Comply with ACI 306.1.
- E. Hot-Weather Placement: Comply with ACI 301.

#### 2.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formedsurface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
  - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
  - 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

#### 2.8 FINISHING CONCRETE

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
  - 1. Apply scratch finish to surfaces indicated.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces indicated.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Apply a trowel finish to surfaces indicated.
  - 2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.
  - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

# 2.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

- 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer[unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project].
- 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

#### 2.10 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

#### 2.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Engage and provide a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Sample concrete materials for slump, temperature and strength testing as required by ACI 301.
- C. Provide one (1) set of concrete tests for each 50 cubic yards of material or fraction thereof.
- D. Concrete test samples shall include four concrete cylinders for strength testing; one to be tested at 7 day, two to be tested at 28 day, and one spare to be tested at 56 days as required.

END OF SECTION 033000

# SECTION 321123 - AGGREGATE BASE COURSE

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES:

A. Aggregate base course for Portland cement or asphalt concrete paving.

# 1.2 RELATED SECTIONS:

A. Section 312000: Earthwork

B. Section 321216: Asphalt Pavement

C. Section 321313: Concrete Pavement

# 1.3 REFERENCES

- A. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
- B. ASTM D1557 Test Methods for Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 10lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- C. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- D. ASTM D6938 10 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

# PART 2 - PRODUCTS

# 2.1 MATERIALS

A. Class 7 Base Course: Crushed stone base material with the following gradation:

SIEVE (mm)	Class 7
	Percent Passing
3" (75)	-
2" (50)	-
1½" (37.5)	100
1" (25.0)	60 - 100
³⁄₄" (19.0)	50 - 90
3/8" (9.5)	-
#4 (4.75)	25 - 55
#10 (2.00)	-
#40 (0.425)	10 - 30
#200 (0.075)	3 - 10

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

# 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

# 3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to a maximum compacted thickness of 6 inches per lift, each lift shall be compacted separately. Reference Construction Documents for all depths required.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- D. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

# 3.4 TOLERANCES

- A. Flatness: Maximum variation of ¼ inch measured with 10 foot (3 m) straight edge.
- B. Scheduled Compacted Thickness: Within ¼ inch.
- C. Variation From Design Elevation: Within ½ inch.

# 3.5 FIELD QUALITY CONTROL

- Compaction testing will be performed in accordance with ASTM D1557 and ASTM D6938, as indicated.
- B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- C. Frequency of Tests: One per lift per 2,500 square feet or as otherwise recommended by the Geotechnical Engineer.

# **END OF SECTION 321123**

#### SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

# PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- Cold-applied joint sealants.
- Hot-applied joint sealants.
- 3. Joint-sealant backer materials.
- 4. Primers.

# 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each kind and color of joint sealant required.
- C. Paving-Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

# 1.4 INFORMATIONAL SUBMITTALS

A. Product certificates.

#### PART 2 - PRODUCTS

# 2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

# 2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type NS.
- B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.
- C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.
- D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.
- E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.

# 2.3 HOT-APPLIED JOINT SEALANTS

- A. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I.
- B. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I or Type II.
- C. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I, II, or III.
- D. D 6690, Type IV.

# 2.4 JOINT-SEALANT BACKER MATERIALS

- A. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

# 2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

# PART 3 - EXECUTION

# 3.1 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

- B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
- C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.
- D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of joint-sealant backings.
  - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
  - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
  - 1. Place joint sealants so they fully contact joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
  - 1. Remove excess joint sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

**END OF SECTION 321373** 

# SECTION 321376 - SIDEWALKS

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Provide concrete sidewalks and handicap ramps as shown within Construction Documents.
- B. Related Sections:
  - 312000 EARTH MOVING
  - 2. 330513 MANHOLES AND STRUCTURES
  - 3. 330523 CONCRETE FOR EXTERIOR IMPROVEMENTS

# 1.2 ACTION SUBMITTALS

See related Sections.

# 1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM D 1751, Specifications for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

#### PART 2 - PRODUCTS

# 2.1 CONCRETE

A. General: Material for use in sidewalk construction shall conform to the requirements for Section 32 05 23 and shall be 3500 psi concrete unless noted otherwise.

# 2.2 WORK INCLUDED

A. The joint filler for all expansion joints shall be manufactured according to ASTM D 1751 and shall be elastic waterproof pre-molded compound that will not become soft and pushout in hot weather, nor hard and brittle and chip out in cold weather. The strips shall be ½" in thickness except where shown otherwise on the Drawings; their width shall at least equal the full thickness of the slab; and their length shall be least equal the width of the slab at the joint.

# 2.3 FORMS

1. Forms shall be steel or 2" nominal thickness lumber true to proper dimensions, smooth, sufficiently braced to resist springing out of shape, and accurately set to proper lines and grades. Used forms shall be free of dirt and mortar. Cross forms shall be ½" steel of the full width and depth of the concrete work and left in place until the wearing surface has been floated and has obtained its initial set.

# 2.4 CURING COMPOUND

A. Liquid membrane forming curing compound conforming to AASHTO M 148, Type 2, white pigments (all-resin base).

#### PART 3 - EXECUTION

# 3.1 GRADING AND SUBGRADING

A. Prepare subgrade for walks by excavating or filling to a depth below the top of an intended pavement equal to the thickness of the finished walk and in exact conformity to the grade approved by the Engineer. Remove vegetative matter or material that will not compact properly and replace with suitable material. Place all fill required to bring the subgrade to the proper level in thin layers not exceeding 4 inches deep, and thoroughly ram, tamp, or roll until it has been made compact and solid. Bring subgrade to true grade in a uniformly firm condition before placing the concrete. Do not place concrete on the subgrade until the Engineer has inspected and approved both grade and condition of subgrade.

# 3.2 SETTING FORMS

A. Stake forms and hold to the established lines and grades. Provide minimum 1/8" per foot away from structures or as shown on the drawings.

# 3.3 TREATMENT

A. Wet wood and coated metal forms with oil, soft soap, or whitewash before depositing any material against them. Remove all mortar and dirt from forms that have been previously used.

# 3.4 JOINTS

A. Provide an expansion joint ½" in thickness, extending full depth of the concrete and with filler as herein specified, at intervals of not more than 15 feet, or as shown on plans. Provide a similar joint ½" in thickness in each walkway at intersection of walkways. Also provide an expansion joint ½" in thickness at each intersection of sidewalk and street curb and at such other points as may be designated by the Engineer. Separate sidewalk from abutting structures by ½" expansion joints. Place expansion joints ½" in thickness extending full depth of the concrete in a square outline around each object in sidewalks, such as fire hydrants, utility poles light standards, etc.

### 3.5 PLACING CONCRETE

- A. Place concrete only on a moist subgrade and not adjacent to or around utility structures until such structures have been set to the proper grade.
- B. Transport from the mixer and place by such a means as will not cause segregation of materials or loss of ingredients. Deposit successive batches in one layer by a continuous operation, completing individual sections to the required depths and width. Do not use concrete that has taken its initial set. Fill forms and bring the concrete to the established grade by means of a strike board or straight edge. Thoroughly tamp concrete until mortar is flushed to the surface sufficiently to finish and mark the surface.
- C. Spade and/or vibrate the concrete so that it will flow together and completely fill all void spaces especially along forms and cross forms to prevent honeycombing and shall be struck off and tamped in an approved manner, until dense surface is obtained, free from porous or rough spots and at required section and grade.
- D. Use method of placing the various sections so as to produce a straight clean-out joint between them, in order to make each section and independent unit. Do not use any concrete in excess of that needed to complete a section at the stopping of work.
- E. Do not pour concrete when temperature is below 35 degrees Fahrenheit, and do not place concrete on frozen subgrade. Take necessary precautions to prevent damage to concrete in excess of that needed to complete a section at the stopping of work.
- F. At all times during construction period, maintain proper drainage, by natural flow or pumping as required, so that water will drain away from excavated areas. Do not allow water to stand in any areas of excavations, or elsewhere, to be covered by concrete. Provide and maintain in proper working order all necessary pumping and other equipment required to maintain drainage.

# 3.6 FINISH

- A. After the concrete has been brought to the established grade by means of strike board and tamped to bring the mortar to surface, float to a true even surface and finish with steel trowel. After the trowel finish has taken its initial set, brush surface lightly at right angles to center line of sidewalk with a soft bristle brush.
- B. Do not apply heat to the concrete surface to hasten its hardening.

# 3.7 CURING AND PROTECTION

- A. As soon as the concrete has hardened sufficiently to prevent damage, apply specified liquid membrane-forming curing compound in accordance with manufacturer's written instructions.
- B. Protect the freshly finished concrete from hot sun and drying winds until the curing compound is applied. Do not allow the concrete surface to be damaged or pitted by raindrops. Provide and use, when necessary, sufficient tarpaulins to completely cover all sections that have been placed within the proceeding twelve hours. Erect and maintain suitable barriers to protect the concrete. Repair any section damaged from traffic or other causes occurring prior to its official acceptance. Before the sidewalk is opened to traffic, remove and dispose of the covering.



# 3.8 FREEZING TEMPERATURE

A. If at anytime during the progress of the work, the temperature is predicted to drop below 35 degrees Fahrenheit with 24 hours after placement, heat the water and aggregates and take precautions to protect the work from freezing for at least (5) five days.

END OF SECTION 321376

#### SECTION 319113 - SOIL PREPARATION

#### PART 1 - GENERAL

# 1.01 DESCRIPTION

- A. This Section includes materials, labor, apparatus, tools, equipment, temporary construction, transportation, and services necessary for and incidental to performing the proper completion of Work, as required to make a complete and thorough preparation of the planting soil, including soil amendment products, imported topsoil, as required, to make up deficiencies in quantity of soil available on site, as shown in the Contract Drawings, and as specified herein this Section.
- B. Work under this Section consists of, but is not necessarily limited to, furnishing and installing the following:
  - 1. Agronomic Soil Fertility Testing and Soil Percolation Testing.
  - 2. Topsoil.
  - 3. Pre-Plant Weed Control.
  - 4. Soil Conditioners, Amendments and Fertilizers (Organic & Chemical).

#### C. Related Work

- Section 31 2000: Earthwork
- 2. Section 32 9300: Exterior Plants
- 3. Section 32 8400: Irrigation Systems
- 4. Section 32 9200: Turf Grasses

# 1.02 DEFINITIONS AND APPLICABLE STANDARDS

# A. References:

- 1. USDA United States Department of Agriculture.
- 2. ASTM American Society for Testing & Materials.

# B. Definitions:

- Topsoil Shall be friable soil, providing sufficient structure in order to give good tilth and aeration to the soil.
  Topsoil shall be free of roots, clods, stones larger than one-inch (1") in the greatest dimension, pockets of
  coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes or
  other undesirable disease-causing organisms such as insects and plant pathogens.
- 2. Gradation Limits Soil shall be a sandy loam, loam, clay loam or clay. The definition of soil texture shall be per the USDA classification scheme. Gravel over ¼-inch in diameter shall be less than 20% by weight.
- 3. Permeability Rate Hydraulic conductivity rate shall be not less than one-inch (1") per hour, nor more than twenty-inches (20") per hour, when tested in accordance with the USDA Handbook Number 60, Method 34b, or other approved Methods.
- 4. Fertility The range of the essential elemental concentration in soil shall be as follows: (cont. next page)

Ammonium Bicarbonate/		
DTPA Extraction (PPM)		
Element	Concentration	Concentration of
of elements for Elements for Final		Elements for Final
	Soil Selection,	Acceptance



	measured as	(amended and
	mg/kilogram dry	conditioned soil)
	weight basis	measured as <sup>′</sup>
	_	mg/kilogram dry weight
		basis
Phosphorus	2 - 40	10 – 40
Potassium	40 - 220	100 – 220
Iron	2 - 35	24 – 35
Manganese	0.3 - 6	0.6 – 6
Zinc	0.6 - 8	1 – 8
Copper	0.1 - 5	0.3 – 5
Boron	0.2 - 1	0.2 – 1
Magnesium	50 - 150	50 – 150
Sodium	0 - 100	0 – 100
Sulfur	25 - 500	25 – 500
Molybdenum	0.1 - 2	0.1 - 2

- 5. Acidity The soil pH range measured in the saturation extract (Method 21a, USDA Handbook Number 60) shall be 6.0 7.9.
- 6. Salinity The salinity range measured in the saturation extract (Method 3a, USDA Hand Number 60) shall be 0.5 2.0 dS/m. If calcium and if sulfate ions both exceed 20 milli-equivalents per liter in the saturation extract, the maximum salinity shall be 4.0 dS/m.
- 7. Chloride The maximum concentration of soluble chloride in the saturation extract (Medoth3a, USDA Handbook Number 60) shall be 150 mg/1 (parts per million).
- 8. Boron The maximum concentration of soluble boron in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 1 mg/1 (parts per million).
- 9. Sodium Adsorption Ratio (SAR) The maximum SAR shall be 3 measured per Method 20b, USDA Handbook Number 60.
- 10. Aluminum Available aluminum measured with the Ammonium Bicarbonate/DTPA Extraction shall be less than 3.0 parts per million.
- 11. Soil Organic Matter Content Sufficient soil organic matter shall be present to impart good physical soil properties but not be excessive to cause toxicity or cause excessive reduction in the volume of soil due to decomposition of organic matter. The desirable range is 3% to 5%. The carbon:nitrogen ratio should be about 10. A high carbon:nitrogen ratio can indicate the presence of hydrocarbons or non-humified organic matter.
- 12. Calcium Carbonate Content Free calcium carbonate (limestone) shall not be present in acid-loving plants.
- 13. Heavy Metals The maximum permissible elemental concentration in the soil shall not exceed the following concentrations: (cont. on next page)

Ammonium Bicarbonate/		
DTPA Extraction (PPM)		
Element	(mg/kilogram)	
	dry weight	
	basis	
Arsenic	1.0	
Cadmium	1.0	
Chromium	10.0	
Cobalt	2.0	
Lead	30.0	
Mercury	1.0	

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

Nickel	5.0
Selenium	3.0
Silver	0.5
Vanadium	3.0

- a. If the soil pH is between 6 and 7, the maximum permissible elemental concentration shall be reduced 50% to the above values. If the soil pH is less than 6.0, the maximum permissible elemental concentration shall be reduced 75% of the above values. No more than three (3) metals shall be present at 50% or more of the above values.
- 14. Phytotoxic constituent, herbicides, hydrocarbons, etc. Germination and growth of plants shall not be restricted more than 10% compared to the reference soil. Total petroleum hydrocarbons shall not exceed 50 mg/kg dry soil measured per the modified EPA Method No. 8015. Total aromatic volatile organic hydrocarbons (benzene, toluene, xylene and ethylbenzene) shall not exceed 0.5 mg/kg dry soil measured per EPA Method No. 8020.
- 15. Sub Grade Soil level resulting from the rough grading work under another Section. Cultivation of sub grade areas prior to placement of Topsoil is included in this Section.
- 16. Stockpiled Topsoil Soil stockpiled for spreading over prepared sub-grade.
- 17. Stockpiled Native Topsoil Topsoil stripped from the site prior to rough grading Work (under another Section), to be spread and amended as Work under this Section.
- 18. Imported Topsoil Off-site Topsoil, imported and stockpiled under this Section, to be spread and amended as Work under this Section.

# C. Measurements:

1. PPM: Measurement, in parts per million.

#### 1.03 QUALITY ASSURANCE

- A. Installer Qualifications for requirements indicated herein this Section:
  - 1. Licensed Landscape Contractor, in the State of Arkansas.
    - Engage an experienced, licensed Contractor who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
    - b. Installer's Field Supervision: Contractor shall maintain an experienced, full-time landscape supervisor/superintendent at the Project Site during times that landscaping operations identified herein the Contract are in progress.
- B. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings or Contract Specifications.
- C. Permits, Fees, Bonds, Testing, and Inspections: Contractor shall arrange and pay for permits, fees, bonds, testing, and inspections necessary to perform and complete his portion of the Work.
- D. Approved Testing Laboratory and Procedures for Agronomic Soil Fertility Analyses:
  - 1. Agronomic Soil Fertility Analyses shall be conducted by a reputable, certified, agronomic soils laboratory. Laboratory shall be a member of the Council on Soil Testing and Plant Analysis. The same laboratory shall be used throughout the duration of the Contract:

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)



- 2. Contractor shall verify and confirm the selected Testing Laboratory and specific location(s) of soil sample(s) with the Landscape Architect prior to commencing soil sampling operations.
- 3. For each Soil type, submit the physical Soil Samples directly to the selected Laboratory for analysis, per the procedures outlined per Part III herein this Section.
  - a. In addition to the physical Soil Samples, Contractor shall also provide the Laboratory with a copy of the Soil Amendment and Fertilizer products indicated herein this Section.
- 4. Along with the testing data results, the Agronomic Soil Fertility Analysis shall also include written recommendations authored by the Laboratory conducting the Analyses for amending, treating, and/or correcting the sampled soils. Laboratory shall utilize the organic-based Soil Amendments and Fertilizers described herein this Section to the greatest extent possible to produce satisfactory planting soil(s) suitable for sustaining healthy viable plant growth.
  - The Analyses shall also include Maintenance and Post-Maintenance fertilization programs for planted areas within the Contract.
- 5. Agronomic Soil Fertility Analyses shall be performed on each Soil Type samples, and include testing results for the following:

pH:		
Electro-conductivity (salinity) measurement – saturated extract.		
Measurement of sodicity (Sodium Absorption Ratio);		
Estimate of soil texture and soil organic matter;		
Presence of lime;		
Nutrients/Toxic Elements measurement of DPTA extract		
Saturation extracts for nitrate, sulfate, sodium, calcium,		
magnesium, potassium, soluble phosphate, and boron;		
Parasitic nematodes;		
Herbicide contamination;		
(For Lightweight Soil Mixes): Test for physical and chemical		
composition, and saturated weight per cu.ft.		

- 6. Planting operations shall not commence until the results of the Agronomic Soil Fertility Analysis and Recommendations are reviewed accordingly by the Landscape Architect.
- 7. The quantity or type of amendments may be modified by the Landscape Architect within fourteen (14) days of receipt of the results. The Agronomic Soil Fertility Analysis and Recommendations shall take precedence over the amendment and fertilizer application rates specified herein or on the Contract Documents.
- 8. The Agronomic Soil Fertility Report/Recommendation shall take precedence over the amendment and fertilizer application rates specified herein or on the Contract Documents.

# 1.04 SUBMITTALS

# A. General:

- 1. Collect information into a single Submittal for each element of construction and type of product or equipment identified under this Section for review.
- 2. Submittal Format: As applicable, furnish Submittal as a single electronic digital PDF (Portable Document Format) file.
- B. Digital Submittal Information:
  - 1. Product/Material Data: Submit available product/material literature supplied by manufacturer's, indicating that their products comply with specified requirements. Provide manufacturing source (name, address, and

telephone number), and distributor source (name, address, and telephone number) for each type of product/material.

- a. Planting Soil (Imported/Amended Topsoil).
- b. Soil Amendments (for each type used, for Sand, Perlite, Peat Humus, Gypsum, Soil Sulfur, Iron, etc).
- c. Bulk Composted Organic Soil Amendment Material.
- d. Granular Soil Conditioning Material.
- e. Mycorrhizal Inoculum.
- f. Fertilizers (for each type used).
- 2. Agronomic Soil Fertility Analysis and Recommendations: Submit a minimum of fourteen (14) days prior to amending of the soil and ordering soil amendments. The locations of where each of the soil test samples were derived from the Project Site shall be keyed to the site plan and shall be included with the results.
- 3. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar installations.
- C. Material Samples: Submit four (4) sets of physical Material Samples for review of kind, color, pattern, size, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed. Include the full range of exposed color and texture expected in the completed work. Provide Material Samples bound and individually wrapped in re-sealable labeled 1-gallon plastic bags (as applicable):
  - 1. Provide Material Sample sets for each item submitted under Product/Material Data.
- D. Submittals under this Article will be rejected without the benefit of review by the Landscape Architect if they are difficult to read due to insufficient scale, poor image quality, or poor drafting quality; or if the required information is missing or not presented in the format as requested.
- E. No Work shall proceed under this Section until Submittal requirements indicated herein have been reviewed accordingly by the Landscape Architect.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver and install materials so as to not delay Work and install only after preparations for installation have been completed.
  - 1. Packaged Materials: Deliver packaged materials in original, unopened packages or containers, with manufacturer's labels intact and legible, showing weight, analysis, and name of manufacturer. Store and secure properly to prevent theft or damage.
    - a. Store packaged materials off ground and under cover, away from damp surfaces and inclement weather.
    - b. Protect during storage and construction against soilage or contamination from earth and other materials.

#### Bulk Materials:

- a. Deliver and store bulk materials so as not to impede Work of others.
- b. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas, or plants.
- c. Protect during storage and construction against soilage or contamination from earth and other materials. Provide adequate separation between bulk materials so as not to cross-contaminate bulk materials.



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- d. Store under cover, away from inclement weather.
- e. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water run-off, and airborne dust reaching adjacent properties, water conveyance systems, structures, or walkways.
- f. Accompany each delivery of bulk materials (fertilizers, amendments, topsoil, etc.) with appropriate certificates. Furnish original certificates to Landscape Architect upon request.

# 1.06 COORDINATION, SCHEDULING, AND OBSERVATIONS

- A. Notify the Contractors performing Work related to installation of Work under this Section in ample time to allow sufficient time for them to perform their portion of Work and that progress of Work is not delayed. Verify conditions at the Project Site for Work that affects installation under this Section. Coordinate items of other trades to be furnished and set in place.
- B. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to adequate Soil Preparation operations are encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease operations and notify Landscape Architect for further direction.
- D. Installation: Perform Soil Preparation operations only when weather and soil conditions are suitable in accordance with locally accepted practices.
- E. Construction Site Observations: Periodic site observations shall be made by the Landscape Architect during the installation of Work under this Section for compliance with requirements for type, size, and quality. Landscape Architect retains right to observe Work for defects and to reject unsatisfactory or defective material at any time during progress of Work. Contractor shall remove rejected materials immediately from Project site, all associated cost are to be paid by the contractor.

# 1.07 SITE CONDITIONS

- A. Project Site shall be free of weeds, native grasses, evasive grasses, (Bermuda Grass, Johnson Grass, Nut Grass, etc.) prior to Topsoil distribution or soil amendment placement.
- B. Excessive rock, dead or declining vegetation, trash, debris, or other items that has accumulated throughout the duration of the Project shall be removed from the Project Site by the Contractor, and as directed by the Landscape Architect.
- C. Grading and soil preparation Work shall be performed only during the period when beneficial and optimum horticultural results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy soil structure or cause compaction, spreading and grading operations shall be suspended until, in the opinion of the Landscape Architect, the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.
  - 1. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be in the sole judgment of the Landscape Architect.
  - 2. If the soil moisture level is found to be insufficient for planting, planting pits shall be filled with water and allowed to drain before commencing planting operations.
- D. Planting areas which become compacted in excess of 85% relative compaction due to construction activities shall be tilled and thoroughly cross-ripped to a minimum depth of twelve-inches (12") to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.

#### PART 2 - PRODUCTS

# 2.01 PLANTING SOIL (TOPSOIL)

- A. Topsoil: Meet ASTM D5268, pH range of 5.5 to 7, 4 percent organic material minimum.
  - 1. Topsoil Source: Reuse native surface soil stockpiled on the site. Verify suitability of native surface soil stockpiled on site to produce Topsoil meeting requirements; amend, as necessary. Supplement native surface soil stockpiled on site with imported Topsoil when quantities are insufficient.
    - a. Composition: Fertile, friable, well-drained soil, of uniform quality, free of stones over one-inch (1") diameter or larger in any dimension sticks, oils, chemicals, plaster, concrete, roots, plants, sod, and other deleterious or extraneous materials harmful to plant growth.
    - b. Obtain an Agronomic Soil Fertility Report/Recommendation of the stockpiled Topsoil from the approved Testing Laboratory indicated herein this Section.
    - c. Test Results: Request Testing Agency to send one (1) copy of test results direct to the Landscape Architect and one (1) copy to the Owner. Amend as required.
  - 2. Topsoil Source: Provide Imported Topsoil obtained from off-site sources, from naturally well-drained sites; do not obtain from bogs or marshes.
    - a. Quantity: Provide Imported Topsoil as soon as an insufficient quantity of native stockpiled surface soil is verified. Quantity of Imported Topsoil to complete the Work shall be calculated by Contractor.
    - b. Stockpiling: Stockpile on site as directed by Owner.
    - c. Composition: To match in quality, accepted native stockpiled Topsoil.
    - d. Analysis: Obtain an Agronomic Soil Fertility Report/Recommendation of the Imported Topsoil from the approved Testing Laboratory indicated herein this Section.
    - e. Review: Landscape Architect reserves the right to take samples of the Imported Topsoil delivered to the site for conformance to the Contract Specifications.
    - f. Rejected Imported Topsoil: Immediately remove rejected Imported Topsoil off site, at Contractor's expense.

# 2.02 SOIL MIXES/BLENDS (BACKFILL/PLANTING MIX)

- A. Soil Conditioner Blend, for amending on-site native soil planting surfaces, stockpiled, plant back fill or imported topsoil: Furnish a thoroughly blended composition of Bulk Composted Organic Soil Amendment Material and Granular Soil Conditioning Material & Fertilizer. Any substitution for the "Soil Conditioner Blend" listed herein must be requested by the Contractor and approved, in writing, by the Landscape Architect at least thirty (30) days prior to installation.
  - 1. Bulk Composted Organic Soil Amendment Material:
    - a. Material Composition: Bulk Composted Organic Soil Amendment Material shall be thoroughly cured for a minimum of 100 days, and shall be free from any trash (glass, metal, plastic, etc.) deleterious materials, bio-solids, and/or toxic chemicals. The Material shall be non-hazardous, and conform to US Environmental Protection Agency 40 CFR503 criteria for "Class A" products. It shall also exceed standards and specifications for unrestricted application as a landscaping and agricultural soil amendment.



- b. Humus material shall have an acid-soluble ash content of no less than 6% and no more than 20%. The organic matter content shall be at least 50% on a dry weight basis.
- c. Types of acceptable products are composts, manures, mushroom composts, straw, alfalfa, peat mosses etc. low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials.
- d. Composted wood products are conditionally acceptable [stable humus must be present]. Wood based products are not acceptable which are based on red wood or cedar.
- e. Sludge-based materials are not acceptable.
  - 1) Gradation/Screen Analysis: A minimum of 90% of the material by weight shall pass a ½" screen. Material passing the screen shall meet the following criteria:

Percent	Sieve Designation
Passing	_
80 – 100%	6.35 mm (1/4")
50 – 80%	2.38 mm (No.8)
0 – 40%	500 micron (No.35)

- 2) Maturity: Physical characteristics suggestive of maturity include shall include:
  - a) Color: Dark brown to black.
  - b) Odor: Aerobic, without malodorous presence of decomposition products.
  - c) Particle characterization: Identifiable wood pieces are acceptable, but the balance of Material should be soil-like without recognizable grass or leaves.
  - d) Analytical Properties: Contractor shall submit proof of the Bulk Composted Organic Soil Amendment Material by providing a sample as identified herein this Section, and a lab analysis that has been performed within 30 days of the installation of the planting. Soil mix shall have (at a minimum) the following properties:

Material	Minimum Targeted Property/Range
Total Nitrogen (N%)	.50-1.0%
Phosphorus (as P2O5)	2.0%
Potassium (as K2O)	0.2%
pH (units)	6.0 to 7.5, as determined in saturated paste.
Organic Content	Minimum 50% based on dry weight and determined by ash method. Minimum 205 lbs. organic matter per cubic yard of compost.
ECe (millimho/cm)	<5.0; based on pre-leaching with equal volume of water.
Carbon-to-Nitrogen Ratio	<25-to-1, nitrogen stabilized.
Bulk Density	1,000 to 1,100 pounds/cubic yard.
Sodium Absorption Ratio (SAR)	Under 20.0
Total Iron	1.5% - 3.0%
Moisture Content	35%-60%
Acid-soluable Ash content	No less than 6% and no greater than 20%.
Salt Content	<10millimho/cm @ 25d C. on a saturated paste extract.
Boron Content	<1.0 parts per million on a saturated paste extract.
Silicon-Content (acid-insoluable ash)	<50%



Calcium Carbonate	No presence on alkaline soils.
Maximum Total Permissible	Arsenic: 1.0
Pollutant Concentrations Parts	Cadmium: 1.0
per million (mg/kg dry-weight	Chromium: 10.0
basis)	Cobalt: 2.0
	Copper: 1.0
	• Lead: 30.0
	Mercury: 1.0
	Molybdenum: 2.0
	Nickel: 5.0
	Selenium: 1.0
	Silver: 0.5
	Vanadium: 3.0
	• Zinc: 2.0

- e) Application Rate: As indicated herein this Section under "Planting Soil Amendments Schedule".
- f) Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
- 3) Provide submittal and sample to be approved by the Landscape Architect.
- 2. Granular Soil Conditioning Material & Fertilizer:
  - a. Material Composition and Analytical Properties: Granular Soil Conditioning Material & Fertilizer shall be a singular manufacturer-blended combination of soil conditioning material and fertilizer. It shall be granular in form, long-lasting, free flowing, and suitable for application with approved equipment. It shall not contain any sewage sludge or manure-based products, and shall contain the following guaranteed minimum available analysis range:

Element/Material	Targeted Property Range
Nitrogen (N)	5.0% to 6.0%
Phosphoric Acid (as P2O5)	2.0% to 3.0%
Potash (as K2O)	1.0% to 4.0%
Humic Acids	15.0 % to 20.0%
Calcium	7.0%
Sulfur	0.0% to 5.0%

- b. Commercial-Grade Products, Manufacturers and Associated Rates of Application: Subject to compliance with requirements.
  - 1) Provide submittal and sample to be approved by the Landscape Architect.
- B. Washed Plaster Sand: Clean, washed, natural or manufactured sand, sharp, fine-textured, free of toxic materials. Sieve tested in accordance with ASTM C136, with 100% passing through a #4 screen, 0% passing through a #200 screen.
  - 1. Chemical Properties: (by DPTA Saturation Extract Method):
    - a. Soluble Salts/Salinity: Maximum conductivity of 3.0 millimhos/cm at 25 degrees C.
    - b. Boron: Maximum concentration of 1.0 PPM.
    - c. Sodium Absorption Ratio (SAR): Maximum 6.0.

- d. pH: 7.0.
- C. Perlite: Horticultural Perlite, soil amendment grade, 6.5 to 7.5 pH.
  - 1. Unacceptable Materials: Polystyrene beads shall not be used as a substitution for horticultural Perlite.
- D. Vermiculite: Horticultural Vermiculite, gold-brown in color.
  - 1. Size: 2-4mm, 5 mesh to 10 mesh sieve size.
  - 2. Density: 4.5 to 5.5 lb./cu ft.
  - 3. Grade: #2, Medium Grade.

# 2.03 INORGANIC PLANTING SOIL AMENDMENTS

#### A. Peat Humus:

- 1. Type: Canadian Sphagnum Peat, as derived from the genus Sphagnum, medium-divided, coarse fibrous texture, brown in color.
- 2. Measurement: Measure peat in air dry condition, containing not more than 35% moisture by weight on an "as-received" basis.
- 3. Physical Properties:

Percent	Sieve Designation
Passing	_
95 – 100%	9.51 mm (3/8")
0 – 40%	500 micron (No.35)

- 4. Organic Content (dry weight basis): Minimum 95%.
- 5. Fiber Content: Greater than 66%.
- 6. Water Holding Capacity: 20x to 30x its dry weight in water.
- 7. Range in Ash Content (%): 1.0 to 5.0.
- 8. Chemical Properties:
  - a. Nitrogen (dry weight basis): 0.6-3.0%.
  - b. Salinity/Soluble Salts: Saturation extract conductivity 0.0-3.0 millimhos/cm @ 25 degrees C.
  - c. pH range: 3.0 to 4.0.
- 9. Unacceptable Materials:
  - a. Coir Dust.
  - b. Sedge Peat.
  - c. Reed Peat.
  - d. Hypnum Peat.

# B. Mycorrhizal Inoculum:

- 1. Mycorrhizal Inoculum for Plant Material: Dual soil-conditioning biological inoculum system of endo-and ecto-Mycorrhizal, used to further aid the plants ability to efficiently uptake available soil nutrients and increase resistance to drought.
  - a. Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - 1) 7-gram Myco-Pak, Tri-C Enterprises LLC, Chino, CA, 800-927-3311.



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- 2) 4 oz. Packet Roots 1 Step, Roots, Inc., Independence, MO, 800-342-6173.
- 3) Or equal, as approved by the Landscape Architect.
- b. Provide at the prescribed application rate, per the Manufacturer's written recommendations.

# 2.04 CHEMICAL SOIL AMENDMENT COMPONENTS

- A. General: Chemical Soil Amendment Components listed herein may or may not be used, depending on the results of the Agronomic Soil Fertility Report. Provide as required.
- B. Gypsum: Commercially-processed and packaged agricultural-grade hydrated calcium sulfate product (CaSO4), 92.0% minimum, pH at 7.1.
  - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Ben Franklin® No. 1 Agricultural Gypsum, U.S. Gypsum Company.
    - b. 100% Good Stuff Gypsum™, Art Wilson Company.
    - c. CAL-SUL® Pelletized Agricultural Gypsum, North Pacific Group.
    - d. Bumper Harvest Agricultural Gypsum, Domtar Gypsum.
    - e. Premium 97 Solution-Grade Gypsum, Diamond K, Inc.
    - f. Or equal, as approved by the Landscape Architect.
- C. Soil Sulfur: Elemental Sulfur (90% min.) commercially manufactured, water degradable, palletized.
  - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Disper-Sul, Martin Resources, Inc.
    - b. Soil Sulfur, Red Top.
    - c. Or equal, as approved by the Landscape Architect.
- D. Iron: Non-staining, 40% Fe minimum, complete with micro-nutrients and 2% humic acids, as derived from iron oxide, manganese oxide, or zinc oxide.
  - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Gro-Power Iron, Gro-Power, Chino, CA.
    - b. Iron 45 w/ Micronutrients, Tri-C Enterprises LLC, Chino, CA.
    - c. Or equal, as approved by the Landscape Architect.
- E. Dolomite Lime: Agricultural-grade mineral soil conditioner containing 35% minimum magnesium carbonate, and 49% minimum calcium carbonate, 100% passing #65 sieve.
- F. Potassium Sulfate (Sulfate of Potash K2O), (0-0-50 guaranteed analysis N-P2O5-K2O): Agricultural-grade, containing minimum 50% of water-soluble potash and 18% Sulfur (S).
- G. Single Superphosphate P2O5 (0-15-0 guaranteed analysis N-P2O5-K2O): Commercial product, containing 15% available phosphoric acid and 14% Sulfur.
- H. Triple Superphosphate P2O5, (0-45-0 guaranteed analysis N-P2O5-K2O): Commercial product, containing 45% available phosphate and 15% Calcium (Ca).

- I. Ammonium Sulfate (NH4)2SO4, (21-0-0 guaranteed analysis N-P2O5-K2O): Commercial product containing approximately 21% ammonia.
- J. Ammonium Nitrate NH4NO3, (34-0-0 guaranteed analysis N-P2O5-K2O): Commercial product containing approximately 34% ammonia.
- K. Calcium Nitrate CaNO3, (15.5-0-0 guaranteed analysis N-P2O5-K2O): Agricultural grade containing 15-1/2% nitrogen.
- L. Potassium Nitrate KNO3, (13-0-45 guaranteed analysis N-P2O5-K2O): Commercial product containing approximately 13% nitrogen and 45% potassium.
- M. Ureaformaldehyde (38-0-0 guaranteed analysis N-P2O5-K2O): Granular commercial product containing approximately 38% nitrogen.
- N. Urea CO(NH2)2, (46-0-0 guaranteed analysis N-P2O5-K2O): Granular commercial product containing 46% nitrogen.
- O. I.B.D.U. (Iso Butyldiene Diurea): Commercial product containing 31% nitrogen.

#### 2.05 FERTILIZER

- A. Composition: Nitrogen (N), phosphorous (P2O5), and potassium (K2O) content, plus other elements, as indicated.
- B. Fertilizer Tablet:
  - 1. General: Fertilizer Tablet shall be a 7-gram tablet, organic-based, tightly compressed chip-type commercial grade, 12-month slow-release planting tablets, and shall be composed of the following available percentages by weight of plant food:

Element/Material	Targeted Property Range
Nitrogen (N)	12% Minimum
Phosphoric Acid (as P2O5)	8% Minimum
Potash (as K2O)	8% Minimum
Humus	20% Minimum
Humic Acids w/	4% Minimum
micronutrients and soil	
enhancers	

- 2. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
  - a. Gro-Power 12-8-8 Planting Tablets, Gro-Power.
    - 1) Application Rate: As indicated herein Part III this Section.
  - b. Or equal, as approved by the Landscape Architect.

# 2.06 ACCESSORIES



- A. Drain Rock/Aggregate: Crushed Stone, conforming to ASTM C33, graded to ¾"-size, clean, hard, durable, free of materials toxic to plant growth, set in bottom of Planters, at depth indicated in Contract Drawings. Provide Geotextile Filter Fabric between Drain Rock/Aggregate and amended planting backfill soil.
- B. Wetting Agent/Water Storing Polymer: Non-biodegradable, granular, polyacrylamide polymer soil amendment.
  - Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, approved through submittal.
- C. Landscape Mulch Material:
  - 1. Organic Wood Mulch: Triple Hammered Hardwood Mulch
  - 2. Decomposed Granite: 5/8" Canyon Gold from Blessing Gravel. Tishomingo, OK.
  - 3. Landscape Mulch Material for Submersible Planting Pots: Native River Cobble, to be approved through submittal.

#### PART 3 - EXECUTION

# 3.01 AGRONOMIC SOIL FERTILITY REPORT/RECOMMENDATION

- A. Once rough grading has been accomplished, and prior to commencing Soil Preparation operations, (amendments, fertilizers, etc.), soil samples shall be taken from representative areas and below grade depths of the Project Site. Locations and depths to gather the representative soil samples shall be accomplished by the Contractor under the direction of the Landscape Architect.
  - 1. Provide a minimum of ten (10) Soil Samples from locations to be coordinated.
- B. Guidelines for Selecting the Soil Samples:
  - 1. Select representative areas to sample. The area needs to be uniform in color, texture, depth, and drainage with the same fertilizing program and type of use. Planting areas to receive lawns, flowerbeds, trees, cut areas, fill areas, etc. should be tested separately. An area containing multiple trees and shrubs can be grouped into one area if the planting is the same.
  - 2. Depths and process of soil sampling:
    - a. Sample as deep as the soil will be amended, generally six-inches (6") deep for groundcover/lawns, eighteen-inches (18") deep for shrub areas, twenty-four-inches (24") deep for small boxed trees, and three-feet (3') to four-feet (4') for large boxed trees.
    - b. Use a soil probe or soil auger to remove a core sample; otherwise, use a shovel to dig a hole to the desired depth. Sample the soil from the side of the excavated hole, scraping the side with a trowel. The tools used for digging shall be clean and not rusty. Avoid sampling when the soil is too wet.
  - 3. In desired areas where multiple sub-samplings are taken from any one (1) area to create a combined sample, mix the sub-samples homogenously together in a clean plastic bucket prior to placing in the plastic bag.
  - 4. Each Sample shall be sent directly to the laboratory in a separate, re-sealable, one (1)-gallon plastic bag. Provide a minimum of four (4) cups of soil within each respective sample to allow for adequate testing.

#### 3.02 SOIL PERCOLATION TESTING

A. Type/Quantity: During operations of Agronomic Soil Fertility Testing and prior to installing Plant Material, Contractor shall perform Soil Percolation Tests, through the direction of the Landscape Architect, in selected representative areas of the Project Site, to verify acceptable natural drainage, soil structure, and soil composition. Contractor shall verify the locations of the Soil Percolation Tests with the Landscape Architect.

- 1. Required Number of Soil Percolation Tests: ten (10)
- B. Procedure: Each Soil Percolation Test shall be performed as follows:
  - 1. Dig a hole: 2'-0" wide x 2'-0" long x 2'-0" deep.
  - 2. Fill the hole with water to top and cover with plywood and barricade. Allow hole to drain and fill again to top.
  - 3. Make daily observations, noting the depth of water each day.
  - 4. Report findings, in writing, to the Landscape Architect. Include the length of time the water takes to drain completely from each hole, date of test, location, and other information, which may be useful in providing further recommendations.
- C. Results: Based on the combined results of the Agronomic Soil Fertility Testing and the Soil Percolation Tests, Contractor may be required to install additional tree drainage sumps or other drainage methods at each planting pit for trees larger than 15-gallon container stock. Contractor shall include, as a line-item price within the Base Bid, the price per each additional tree drainage sump, should they be required (based on the testing).

# 3.03 SOIL MOISTURE CONTENT

A. General: Do not work soil when moisture content is so great that excessive compaction occurs, or when it is so dry that dust will form in air, or that clods will not break readily. Apply water, if necessary, to bring soil to an optimum moisture content for tilling and planting. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the judgment of the Landscape Architect. Range: Maintain within two-percent (2%) above or below optimum moisture content at times during Work.

# 3.04 CLEARING, CULTIVATION, & EXCAVATION

- A. Clearing: Clear planting areas free of stones two-inches (2") in diameter and larger, weeds, debris, and other extraneous materials prior to soil preparation Work.
- B. Pre-Plant Weed Control:
  - 1. Clear and remove existing weeds by spraying and grubbing to at least one-inch (1") below the soil surface.
  - 2. Dead weeds shall be cleared and removed prior to planting.
  - 3. Maintain a weed-free Project Site until final acceptance by the Owner, utilizing mechanical, chemical, or manual treatment.
- C. Cultivation of Native Site. with Amendments/Fertilizers:
  - 1. Verification: In planting areas where Native Topsoil blend will be applied, verify that sub-grades prior to installation of Topsoil have been established under rough grading. Do not spread Topsoil prior to acceptance of sub-grade Work.
  - 2. Cultivation: Following Pre-Plant Weed Control operations, rip or cultivate verified planting areas of Native Site Soil at the indicated depth, prior to applying Imported Topsoil (if required) and Soil Amendments/Fertilizers.
    - a. Depth of Cultivation for existing soils: As specified in Drawings or minimum 8-inches (8").
    - b. Depth of Excavation for imported soils: As specified in Drawings or minimum 8-inches (8").
  - 3. Following initial cultivation or excavation of existing Native Site Soil, evenly spread Imported Topsoil (if required) throughout all planting areas at the minimum indicated depth to meet finished landscape grades.
    - a. Depth of Imported Topsoil: As indicated on the Drawings.
    - b. Minimum of eight-inch (8") at Landscape Beds or Mass Planting areas.
    - c. Minimum of four-inches (4") at Sodded areas.
    - d. Minimum of two-inches (2") at Permanent Seeded areas.

- 4. Once Imported Topsoil has been spread, uniformly broadcast all required Soil Amendments and Fertilizers as recommended through the results of the Agronomic Soil Fertility Report.
- 5. Thoroughly cultivate/blend all materials to provide a homogenous planting soil mixture at the indicated depth:
  - a. Depth of Cultivation: Minimum eight-inches (8").
- 6. Lightly tamp/compact prepared Planting Soil to eliminate settlement, and complete finish grading operations.
- 7. Planting Soil Amendment Schedule: The Planting Soil Amendment Schedule shall be based on the combined results of the Agronomic Soil Fertility Tests and Percolation Tests and recommendations provided by the Testing Agency/Lab.

# 3.04 APPLICATION RATES

A. Fertilizer Tablets shall be spread equidistantly around the perimeter within the Amended Planting Backfill Mixture, up to within three-inches (3") of the finished grade of the Mixture, and at the following rates:

Size of Plant Material	Total Quantity of 7-gram tablets
One (1)-gallon Container stock.	One (1) Tablet
Five (5)-gallon Container stock.	Nine (6) Tablets
Fifteen (15)-gallon container stock	Fifteen (10) Tablets
2.5" Caliper Stock	Fifteen (15) Tablets
3"-4" Caliper Stock	Twenty-two (22) Tablets
5"-8" Caliper Stock	Thirty-six (30) Tablets

- 1. Contractor shall not provide Fertilizer Tablets for designated native plant species, if directed by the Landscape Architect. Contractor shall verify with the Landscape Architect, in writing, as to which plants are subject to not receive the Fertilizer Tablets.
- B. Mycorrhizal Inoculum Application Rate:
  - 1. During application of Fertilizer/Planting Tablets, Mycorrhizal Inoculum shall be spread equidistantly around the perimeter within the Amended Planting Backfill Mixture, up to within three (3") inches of the finished grade of the Mixture, at the prescribed application rate per the Manufacturer's written recommendations.

# 3.05 DRAINAGE OF PLANTING AREAS

- A. Surface Drainage:
  - 1. Discrepancies: Provide proper surface drainage of planted areas. Submit in writing all discrepancies in the Contract Drawings or Specifications, or prior Work done by others, which Contractor feels precludes establishing proper drainage.
  - 2. Correction: Include description of work required for correction or relief of said condition.
- B. Detrimental Drainage, Soils and Obstructions:
  - 1. Notification: Submit in writing all soils or drainage conditions considered detrimental to growth of plant materials. State condition and submit proposal and cost estimate for correcting condition.
  - 2. Correction: Submit for acceptance a written proposal and cost estimate for the correction before proceeding with Work.

# E D G

# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

3. Obstructions: If rock, underground construction Work, tree roots, or other obstructions are encountered in the performance of Work under this Section, submit cost required to remove the obstructions to a depth of not less than six-inches (6") below the required soil depth.

# 3.06 MAINTENANCE

- A. Protect graded areas from traffic and erosion. Keep free of trash and debris. Repair and reestablish grades in settled, eroded, and damaged areas.
- B. Where completed areas are disturbed by construction operations or adverse weather, scarify surface, reshape, and compact to required density.

# 3.07 WASTE MATERIALS

A. Haul from site and legally dispose of waste materials including trash and debris as required and approved by the owner typical.

# 3.08 CLEAN UP

A. Upon completion of filling and grading work, remove equipment and tools. Leave site clear, clean, free of debris and ready for subsequent trades work.

**END OFSECTION 319133** 

# SECTION 329200 - TURF GRASSES

#### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Provide sodded lawns as shown and specified. The work includes:
  - 1. Soil preparation.
  - 2. Sodding lawns and other indicated areas.
  - Maintenance.

#### 1.02 QUALITY ASSURANCE

- A. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.
- B. Provide and pay for materials testing. Testing agency shall be acceptable to the Architect. Provide the following data:
  - 1. Test representative materials samples proposed for use.
  - 2. Topsoil:
    - a. pH factor.
    - b. Mechanical analysis.
    - c. Percentage of organic content.
    - d. Recommendations of type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.

# 1.03 SUBMITTALS

- A. Submit sod growers certification of grass species. Identify source location.
- B. Submit the following materials certification:
  - 1. Fertilizer(s) analysis.
- C. Submit materials test report.
- D. Upon sodded lawn acceptance, submit written maintenance instructions recommending procedures for maintenance of sodded lawns.

# 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Cut, deliver, and install sod within a 24-hour period.
  - 1. Do not harvest or transport sod when moisture content may adversely affect sod survival.
  - 2. Protect sod from sun, wind, and dehydration prior to installation.
  - 3. Do not tear, stretch, or drop sod during handling and installation.

# 1.05 PROJECT CONDITIONS

- A. Work notification: Notify Architect at least 7 working days prior to start of sodding operations.
- B. Protect existing utilities, paving, and other facilities from damage caused by sodding operations.
- C. Perform sodding work only after planting and other work affecting ground surface has been completed.
- D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide hoses and lawn watering equipment as required.

# 1.06 WARRANTY

A. Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until final acceptance. Re sod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Landscape Architect.

# PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Reference plan for turf material type.
- B. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
- C. Fertilizer:
  - 1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
    - a. 8-8-8.
    - b. 10-10-10.
- D. Water: Will be may not be available on site. Landscape contractor will provide necessary hoses and other watering equipment required to maintain and complete work. An automatic/drip irrigation system will be installed simultaneously with the landscape planting. The landscape contractor shall not anticipate the use of the irrigation system during installation of this contract.

# PART 3 - EXECUTION

# 3.01 INSPECTION

A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start sodding work until unsatisfactory conditions are corrected.

### 3.02 PREPARATION

A. Limit preparation to areas which will be immediately sodded.

- B. Loosen topsoil of lawn areas to minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
- D. Apply Type A fertilizer at the rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs./acre). Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by disking or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil. Buffalo Grass Sod may not require fertilizer submit soil test for review by Landscape Architect.
- E. Dampen dry soil prior to sodding.
- F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.

#### 3.03 INSTALLATION

# A. Sodding:

- Lay sod per plans to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
- 2. Do not lay dormant sod or install sod on saturated or frozen soil.
- 3. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
- 4. Peg sod on slopes greater than 3 to 1 to prevent slippage at a rate of 2 stakes per yd. of sod.
- 5. Water sod thoroughly with a fine spray immediately after laying.
- 6. Roll with light lawn roller to ensure contact with sub-grade.
- B. Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.

### 3.04 MAINTENANCE

- A. Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Architect at the completion and acceptance of the entire project.
  - 1. Water sod thoroughly every 2 to 3 days, or as required to establish proper rooting.
  - 2. Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
  - 3. Mow lawn areas as soon as lawn top growth reaches a 3" height. Cut back to 2" height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.
  - 4. Apply Type B fertilizer to lawns approximately 30 days after sodding at a rate equal to 2.0 lbs. of actual nitrogen per 1,000 sq. ft. (140 lbs./acre). Apply with a mechanical rotary

32 92 00

E D G

or drop type distributor. Thoroughly water into soil. \*Only as required per soil test for Buffalo Sod

- 5. Apply herbicides as required to control weed growth or undesirable grass species.
- 6. Apply fungicides and insecticides as required to control diseases and insects

# 3.05 ACCEPTANCE

- A. Inspection to determine acceptance of sodded lawns will be made by the Architect, upon contractor's request at the completion of the entire project. Provide notification at least 10 working days before required inspection date.
  - 1. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.
- B. Upon final acceptance, the Owner will assume lawn maintenance.

# 3.06 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from sodding operations.

END OF SECTION 32920

# SECTION 329300 - EXTERIOR PLANTS

#### PART 1 - GENERAL

# 1.01 DESCRIPTION

- A. Work Included: Provide trees, shrubs, ground covers, native perennials, native grasses and native wildflower and grass seed as shown and specified.
  - Soil preparation.
  - 2. Trees, shrubs, groundcovers, native perennials and native grasses.
  - 3. Planting mixes.
  - 4. Mulch and planting accessories.
  - 5. Maintenance and Extended Management.

# B. Related work:

- 1. Section 01 5713: Temporary Erosion and Sediment Control
- 2. Section 32 8400: Planting Irrigation
- 3. Section 32 9200: Turf Grasses
- 4. Section 32 9400: Landscape Planting Accessories
- 5. Section 31 2100: Finish Grading
- 6. Section 32 9400: Soil Preparation

# C. Definitions:

- 1. Plant Material(s) Refers to living plant species, inclusive of trees, shrubs, groundcovers, vines, ornamental grasses, cacti/succulents, espaliers, annuals, perennials, etc., as indicated in the Contract Drawings.
- 2. Planting Area (PA) As denoted on the Contract Drawings, shall refer to areas to be installed with Plant Material(s), or areas where existing vegetation shall be protected.
- 3. Plant Height Measurement of main body height, not measurement to branch tip.
- 4. Plant Spread Measurement of main body diameter, not measurement from branch tip to branch tip.
- 5. Amended Planting Backfill Mixture Refer to Section 32 91 13 Soil Preparation.
- 6. Balled and Burlapped Stock Healthy, vigorous exterior plants with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- 7. Balled and Potted Stock Healthy, vigorous exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.
- 8. Bare-Root Stock Healthy, vigorous exterior plants grown with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
- 10. Compacted Settling Layer Subgrade under where a plant is directly planted.
- 11. Container-Grown Stock Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.
- 12. Fabric Bag-Grown Stock Healthy, vigorous, well-rooted exterior plants established and grown inground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
- 13. Finish Grade Elevation of finished surface of planting soil.

- 14. Manufactured Topsoil Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- 15. Multi-Stem Where three (3) or more main stems arise from the ground from a single root crown or at a point right above the root crown.
- 16. Sub-grade Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- 17. Subsoil All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

# 1.02 QUALITY ASSURANCE

#### A. Installer Qualifications:

- 1. Requirement: Valid Arkansas Landscaping Contractor License.
- Engage an experienced Installer who has demonstrated completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
- 3. Installer's Field Supervision: Installer shall maintain an experienced full-time supervisor on the Project site during times that landscaping installations under this Section are in progress.
- 4. Selections of Plant Material may be sourced and purchased by the Owner directly. Contractor to provide a line item installation cost and separate warranty identifying the schedule of values for each.

#### B. Plant Material:

- Trees, Shrubs, Grasses and Seed: Provide quality, size, genus, species, and variety of Plant Material indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."
  - a. At least one (1) plant of each Plant Material species delivered to the Project Site shall have an identification tag from supplying nursery showing botanical and common name of the plant as identified in the Contract Drawings. Landscape Architect shall be provided the opportunity for an on-site debriefing by the Contractor that identifies the size and specific type of Plant Material upon delivery.
    - 1.) Incorrect Planting Materials:
      - a.) Replace, at no cost to Owner, Plant Material that is revealed during the course of the Contract as to being untrue to the species indicated in the Contract Drawings and reviewed accordingly under this Section.
      - b.) Provide replacements equal to the size and quality to match the planted materials at the time the untrue species is discovered.
    - 2.) Replacement of Plant Material: Refer to the Guarantee Article indicated herein this Section.
- 2. Native Wildflower and Grass seed: Provide quality seed and/or custom mix identified within the Construction Documents. Noxious weed seeds shall not exceed one-half (1/2) percent by weight of the total of pure live seed and other material in the mixture. Johnson Grass, nutgrass or other noxious weed seed will not be allowed.
  - a. At least one-half (1/2) pound of each seed/seed mix species delivered to the Project Site shall have an identification tag from supplying nursery showing botanical and common name of the plant as identified in the Contract Drawings. Landscape Architect shall be provided the opportunity for an on-site debriefing by the Contractor to verify the species of seed upon

delivery.

- 1.) Incorrect Seed Materials:
  - a.) Replace, at no cost to Owner, Seed that is revealed during the course of the Contract as to being untrue to the species indicated in the Contract Drawings and reviewed accordingly under this Section.
  - b.) Provide replacement seed at the time the untrue species is discovered.
- 2.) Replacement of Plant Material: Refer to the Guarantee Article indicated herein this Section.
- C. Observation: Landscape Architect may observe Plant Materials at their place of growth (nursery), at the site before or after planting, or both, for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect also retains right to observe Plant Material further for size and condition of root balls, trunks, branches, and crowns; insects; pests; disease; weeds; injuries, and latent defects. Landscape Architect reserves the right to reject unsatisfactory and/or defective Plant Material at any time during progress of Work. Contractor shall remove rejected Plant Material immediately from Project site.
- D. Regulatory Requirements:
  - Contractor shall meet the requirements of applicable laws, codes, and regulations as required by the
    authorities having jurisdiction over the Work. Plant names indicated, comply with "Standardized Plant
    Names" as adopted by the latest edition of the American Joint Committee of Horticultural
    Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery
    trade. Provide stock true to botanical name and legibly tagged.
- E. Permits, Fees, Bonds, and Inspections: Contractor shall arrange and pay for permits, fees, bonds, and inspections necessary to perform and complete Work under this Section.
- F. Plant Material Review and Selection (Tagging):
  - 1. At the discretion of the Landscape Architect, Plant Material will be subject to review, photographed, and selected/tagged by the Landscape Architect at the nursery, or other place of growth, prior to delivery to the Project Site. Contractor shall verify with the Landscape Architect if tagging operations are required
  - Selecting/Tagging of Plant Materials at the nursery or place of growth does not cancel the right of the Landscape Architect to reject Plant Materials at the Project Site, if damaged or unacceptable conditions are found that were not detected at the nursery, place of growth, or in the submitted photographs.
- G. Plant Material Delivery: Plant Material shall be delivered with original Plant Material tagging materials set in place, as selected, and marked by the Landscape Architect at the nursery or place of growth. Seed, topdressing, and any fertilizer materials shall be delivered in original containers. Include materials showing weight, analysis, and names of growers. Store all seed material in a manner to prevent wetting, excessive heating, or other deterioration. Contractor shall notify Landscape Architect upon delivery of Plant Material for review of stock and tagging materials. Plant Materials delivered without original tagging materials, or with broken, damaged, or altered tagging materials, shall be subject to rejection by the Landscape Architect. Rejected Plant Material shall be removed immediately.
- H. Pre-installation Conference: Conduct conference at Project Site.
- I. Protection of Existing Plant Material:

- 1. Refer to Requirements specified in Section 015639 Temporary Tree and Plant Protection.
- 2. It is the intent of the Contract Documents that certain existing Plant Materials shall be retained. Prior to the removal of any Plant Materials, the Contractor shall confer with the Landscape Architect to determine which Plant Materials are to remain.
- 3. All existing Plant Materials which are to remain in the project shall be tagged and identified by the Contractor prior to start of Work.
- 4. Contractor shall be responsible for Plant Materials that are designated to remain. Damage to any Plant Materials which results in death or permanent disfiguration of said Materials shall result in compensation outlined in Section 01 56 39 Temporary Tree and Plant Protection. The Landscape Architect shall be the sole judge of the condition of the Plant Materials.
- 5. Existing Plant Materials designated to remain shall be protected at all times from damage by construction activity (tools, materials, equipment, personnel, etc.). Damage by the Contractor to existing Plant Materials shall be repaired at the Contractor's expense to the satisfaction of the Owner, as directed by the Landscape Architect.
- 6. Contractor shall insure that no foreign material and/or liquid, such as paint, concrete, cement, oil, turpentine, acid or the like, be deposited or allowed to be deposited on soil within the drip line (the outside edge of the foliage overhang) of any Plant Material. Do not store construction materials, debris, or excavated material within drip line of existing Plant Material. Should any such poisoning of the soil occur, the Contractor shall thoroughly remove said soil as directed by the Landscape Architect and replace with acceptable soil at no additional cost to the owner.
- 7. Excavation adjacent to existing Plant Materials: Where it is necessary to excavate in close proximity to the drip lines of existing Plant Materials, all possible caution shall be exercised to avoid injury to roots and trunk. Excavation close to Plant Materials shall be done by hand, with narrow-tine spading forks or other approved tools to comb soil to expose roots. Tunnel under roots two-inches (2") and larger in diameter. Cutting of roots two-inches (2") and larger shall be only on the approval of the Landscape Architect.
- 8. Replacement of Damaged Plant Material: Replace existing Plant Material to remain as required, hat are damaged by Contractor during construction with accepted Plant Material of the same species, size, and quantity as those damaged, at no additional cost to Owner. Owner shall be the sole judge as to the extent of the damage and the value of said damaged Plant Material.

### 1.03 SUBMITTALS

#### A. General:

- 1. Collect information into a single submittal.
- 2. Submittal shall be organized and presented into specific sections or headings. Furnish neat, concise, legible, and clearly identifiable information, and sufficiently explicit detail, to enable proper evaluation for Contract compliance. Highlight catalog, product data, or brochures containing various products, sizes, and materials to show particular item submitted.
- 3. Submittal Format: As applicable, furnish Submittal as a single electronic digital PDF (Portable Document Format) file.

# B. Digital Submittal Information:

- 1. Alphabetized List of Plant Material.
- 2. submitted in the following format.
  - a. Project Name
  - b. Botanical Name
  - c. Common Name
  - d. Container Size

- e. Overall Height
- f. Caliper Size
- g. Quantity
- 3. The submittal shall not be construed as to acceptance of the plant material. All plant material shall be subject to review and approval by the Landscape Architect upon delivery to the project site.
- C. No work shall proceed under this Section until submittal requirements indicated herein have been review accordingly by the Landscape Architect.
- D. Provide plant material record drawings:
  - 1. Legibly mark drawings to record actual construction.
  - 2. Indicate horizontal and vertical locations, referenced to permanent surface improvements.
  - 3. Identify field changes of dimension and detail and changes made by Change Order.
- E. Submit for the Landscape Architect's approval five samples of each container grown plant under the number 15 container size. The five approved samples shall be retained in a protected location on the project site at a location approved by the General Contractor. The Landscape Contractor shall maintain the sample plants until completion of the site planting. The sample plants may then be used in the site planting.
- 1.04 DELIVERY, STORAGE, AND HANDLING.
  - A. General: Do not prune Plant Material before delivery, except as approved by the Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie Plant Material in such a manner as to destroy natural shape.
    - 1. Immediately after digging field-grown Plant Materials, pack root systems in wet straw, hay, burlap, or other suitable material to keep root system moist until final planting installation.
    - 2. Deliver freshly dug field-grown Plant Materials with firm, natural balls of earth of sufficient depth to include fibrous and feeding roots, meeting, or exceeding requirements of ANSI Z60.1 for root ball diameter.
    - 3. Sore all seed material in a manner to prevent wetting, excessive heat, or other deterioration.
  - B. Handling Plant Materials:
    - 1. Handle balled and burlap Plant Material stock by the root ball.
    - 2. Handle container-grown Plant Materials only by their containers.
    - 3. DO NOT handle Plant Materials by their trunks or stems.
    - 4. DO NOT drop any Plant Materials.
    - 5. DO NOT bind or handle Plant Materials with wire or rope.
    - 6. Pad trunk and branches of Plant Materials whenever using hoisting cables, chains, or straps.
    - 7. Should the Contractor engage in handling any Plant Material(s) by any unacceptable method(s), the Landscape Architect shall reserve the right to reject any of the mishandled Plant Material(s). The Contractor shall replace rejected Plant Material(s) with approved Plant Material(s), at no additional cost to the Owner.
  - C. Delivery: Provide protective covering during delivery. Deliver Plant Material only after preparations for planting have been completed and install immediately. If planting is delayed more than six (6) hours after delivery, set Plant Materials in shade, protect from weather and mechanical damage, and keep roots moist. Anchor plants to prevent damage from winds.
    - 1. Heel-in bare-root Plant Material stock. Soak roots in water for two (2) hours prior to planting.

- 32 93 00
- 2. Set balled Plant Material stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
- 3. DO NOT remove container-grown Plant Material stock from containers before time of planting.
- 4. Water root systems of Plant Material stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

# 1.05 PROJECT CONDITIONS

- A. Work notification: Notify Architect at least 7 working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

# 1.06 WARRANTY

- A. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 1 year after completion and acceptance of entire project.
  - 1. A review of plants will be made by the Architect at Substantial Completion and Final Completion.
- B. Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Architect, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes such as bark abrasions and misuse of chemicals, due to the Landscape Contractor's negligence. The cost of such replacement(s) is at Landscape Contractor's expense. Warrant all replacement plants for 1 year after installation.
- C. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area, acts of vandalism or negligence on the part of the owner.
- D. Remove and immediately replace all plants, as determined by the Architect, to be unsatisfactory during the initial planting installation.

# PART 2 - PRODUCTS

# 2.01 MATERIALS

- A. Immediately upon award of Contract for Work in this Section, Contractor shall locate and purchase or hold for purchase plant material as required.
  - 1. Contractor shall verify with Landscape Architect of Plant Material that has been nursery "contract grown" by the Owner for use of Work under this Contract.
  - 2. Contractor shall review the condition of the Plant Material with Landscape Architect at the nursery maintaining the Plant Material prior to delivery, and when delivered to the Project Site.
- B. Quality: Plant Materials shall have a growth habit typical for each variety and species indicated in the Plant List (as detailed on the Contract Drawings).



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- 1. All Plant Materials specified shall be superior/premium-grade nursery stock, full, densely foliated, symmetrical, with tightly knit branching, so trained or favored in development and appearance in form, number of branches, compactness and symmetry, healthy, and vigorous in growth, as reviewed and determined by the Landscape Architect.
- 2. Plant Materials shall be free from insect pests, eggs and larvae, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, windburn, salt burn, weeds, or other disfigurements or conditions, as reviewed and determined by the Landscape Architect.
- 3. Plant Material shall be subject per the Arkansas State Department of Agriculture's Regulations for Nursery Inspections of Rules and Grading.
- 4. Growing Conditions: Plant Materials shall be nursery-grown in accordance with good horticultural practices under climatic conditions similar to those of project unless otherwise specifically authorized.
- C. Container Stock (excluding annuals) shall be grown in boxes or containers in which delivered for at least one (1) growing season, but not over two (2) years. Plant Material grown in boxes or containers shall be cultivated during this time to permit full rooting within the specified box or container to bind the planting soil, but not so long as to create a "root-bound" condition.
  - 1. Plant Material shall be completely free of circling, kinked or girdling trunk surface and center roots, and show no evidence of a pot-bound condition.
  - 2. No boxed nor container Plant Material shall be planted which have cracked or broken balls of earth when separated from their boxes or containers.
  - 3. No Plant Material shall be planted with damaged roots, broken root balls, or which are found to be "root-bound" when separated from their containers.

# D. Pruning:

- 1. Do not prune Plant Materials unless directed by the Landscape Architect.
- 2. Pruning of Plant Material as grown at the nursery shall conform to ANSI A300 Standards.
- 3. Consult with Landscape Architect for pruning Plant Materials after delivery and installation.
- E. Measurements: Measure Plant Material according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes.
  - 1. Take caliper measurement at a point on the trunk six-inches (6") above natural ground line for trees up to four-inches (4") in caliper (at a point twelve-inches (12") above the natural ground line for trees over four-inches (4") in caliper).
    - a. Measure foliage across mean foliage dimension when branches are in their normal upright position.
    - b. For trees to be supplied in "raised up" condition, foliage origin along main trunk shall be measured from soil line after installation.
    - c. Height and spread dimensions specified refer to main body of plant and not branch tip to tip. Properly trimmed plants shall measure the same in any direction. If a plant is unevenly grown, it shall be classified in the size category of the smallest dimension.
  - 2. Size Range: If a range of size is given, do not use Plant Materials less than the minimum size. The measurements specified are the minimum size acceptable and are the measurements after pruning, where pruning is required. Plant Materials that meet the measurements specified, but do not possess a normal balance between height and spread shall be rejected.
- F. Field Dug Stock: Prior to digging of field-grown Plant Materials, ensure that excess loose fill resulting from cultivation around trunks/stems and over roots be removed down to natural finish grade at crown of Plant Materials. During digging, verify that size of tree spade or other equipment is adequate to encompass the actively growing root zone of all Plant Materials. Plant Materials which, after digging,

show mostly large fleshy roots and few fibrous roots, will be rejected.

- G. Condition of Root Systems: Plant Materials must prove to be completely free of circling, kinked or girdling trunk surface and center roots and show no evidence of a root-bound condition. Upon inspection by Landscape Architect at the job site, if five-percent (5%) or more of the plants of each species are found to contain kinked, circling or girdling roots, all plants of that species shall be rejected.
- H. Unacceptable Trees: Trees that have damaged, broken, pruned, or crooked leaders will be rejected. Trees having a main leader shall not have been headed back. Trees with abrasions of the bark, sunscalds, disfiguring knots, or fresh cuts of limbs over 3/4 in. which have not completely callused will be rejected.

### 2.02 TREES

- A. Shade and Flowering Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required, subject to review and acceptance by the Landscape Architect. Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitation for container stock.
  - 1. Branching Height: 1/2 of tree height, unless otherwise indicated on Contract Drawings.
- B. Small Trees: Small upright or spreading type, branched, or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, subject to review and acceptance by the Landscape Architect. Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitation for container stock.
  - 1. Form: As indicated on the Contract Drawings for individual selected species.
- C. Field Dug Specimen Trees:
  - 1. Form and Size: As specified on the Contract Documents for height, spread, and/or caliper, subject to review and acceptance by the Landscape Architect at the supplying nursery prior to delivery and installation. Provide superior quality, full, symmetrical, well-rooted, upright, spreading, with well-balanced crown.
  - 2. Throughout the duration of excavation, transport, delivery, storage, and installation, all Field Dug Specimen Trees shall have their root balls remain moist, firm and intact, with no damage. Provide metal cages, as required, to insure root ball stability. Any tree that exhibits a broken, damaged, or dry root ball at any time under the Contract shall be subject to immediate rejection by the Landscape Architect.

# 2.03 SHRUBS

- A. Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of Shrub, subject to review and acceptance by the Landscape Architect. Container-grown Shrubs will be acceptable in lieu of balled and burlapped.
  - 1. Container-grown Shrubs shall be subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

### 2.04 CONIFEROUS EVERGREENS

A. Form and Size: Normal-quality, well-balanced, well-rooted, coniferous evergreens, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.



# Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

1. Boxed or container-grown coniferous evergreens will subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

### 2.05 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, well-rooted, broadleaf evergreens, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.
  - 1. Container-grown broadleaf evergreens shall be subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

#### 2.06 GROUNDCOVERS

A. Provide ground covers full, established, and well-rooted in removable flats, containers, or integral peat pots, and with not less than the minimum number and length of runners required by ANSI Z60.1 for the container size indicated, and other requirements as indicated on the Contract Drawings, subject to review and acceptance by the Landscape Architect.

# 2.07 NATIVE GRASSES AND PLUGS

- A. Form and Size: High-quality, established, full, well-balanced, well-rooted, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.
  - 1. Container-grown stock shall be subject to meeting ANSI Z60.1 limitations for container stock.

#### 2.08 PERMANENT SEEDING

A. Quantity/Weight per plans. An approved combination of Wildflower Seeds and Native Grass seed shall be supplied as custom mixes identified within the Construction Documents. Procure local genotype seed when and if available. Seed must be collected by lawful means and must come from a similar geographic region.

#### 2.08 ACCESSORIES

A. Reference – Section 32 94 00 Landscape Planting Accessories

#### 2.09 PLANT LIST

A. The plant list including quantities is located on the plans and is for reference only. It is the responsibility of the contractor to determine total quantities in conformance with the plans. Height of plants specified and height of lowest branches of trees is above soil line.

# PART 3 - EXECUTION

# 3.01 INSPECTION

- A. No work under this section shall commence until submittals under this section have been reviewed accordingly by the Landscape Architect.
- B. Prior to commencing Work under this Section, Contractor shall examine previously installed Work from other trades and verify that such Work is complete and to the point where Work herein may commence properly. Do not proceed with Work until unsatisfactory conditions have been corrected.

- C. Installation practices of the Plant Materials shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practices, as judged by the Landscape Architect.
  - 1. Soil moisture levels prior to planting shall be no less than seventy-five-percent (75%) of field capacity. The determination of adequate soil moisture for planting shall be in the sole judgment of the Landscape Architect, and their decision shall be final.
    - a. If the soil moisture level is found to be insufficient for planting installation, planting pits shall be filled with water and allowed to drain before commencing planting operations.
    - b. Any planting area that may become compacted in excess of eighty-five-percent (85%) relative compaction (due to construction operations or other activities during the Contract) shall be tilled and thoroughly cross-ripped to a minimum depth of nine-inches (9") to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.
    - c. Do not commence planting installation prior to acceptance of Section 329113 –Soil Preparation.
- D. Contractor shall notify the Landscape Architect, in writing, on the anticipated commencement date and length of duration of the landscape installation.
- E. Preparation of Planting Installation: Lay out individual Plant Material locations and areas for multiple plantings. Stake locations, outline areas, and gain the Landscape Architect's acceptance prior to commencing physical planting installation.
- F. At the discretion of the Landscape Architect, Contractor shall make field adjustments to the planting layout, as required, per the direction of the Landscape Architect. Layout changes made accordingly shall be performed at no additional cost to the Owner.
  - G. No more Plant Materials shall be distributed in the planting area on any day than can be installed and watered on that day. Plant Materials shall be planted and watered immediately after the removal of their containers, as applicable.
  - H. Contractor shall protect existing and new improvements and systems installed prior to planting installation. Maintain protection in place until completion of Work and Landscape Establishment Period.
- I. Finish Grades for planting areas shall have been established (per Section 31 22 19 Landscape Grading) prior to Work under this Section. Verify that grades are within one-inch plus or minus (1"+/-) of the required finish grade, and that all proper soil amendments and fertilizers have been furnished and installed accordingly as specified (per Section 329113 Soil Preparation).
  - 1. Maintain positive surface drainage of all planted areas throughout the duration of the Contract.
- J. Pre-Planting: Where Plant Materials are to be pre-planted to permit site improvements to be installed around them, Contractor shall be responsible for the accurate layout and placement of those Plant Materials, as measured to their centerlines. Confirm designated pre-planting operations with Landscape Architect prior to commencing Work. Contractor shall also be responsible for the protection of pre-planted Plant Materials while other Work is taking place around them. Provide automated irrigation, as necessary, prior to installation and functioning of irrigation systems (per Section 32 84 00 Irrigation Systems).

# 3.02 EXCAVATION FOR PLANT MATERIAL

A. General: Upon completion of applicable pre-planting soil preparation requirements indicated in Section 32 91 13 – Soil Preparation, excavate planting hole(s) for Plant Material with scarified vertical sides, with the bottom of the excavated hole slightly raised and compacted at the center to assist drainage and to minimize settlement of the Plant Material. Excavate holes according to the spacing alignment (i.e. hedge spacing, grid spacing, triangular spacing, etc.) and the on-center (O.C.) spacing intervals (i.e. 24" O.C.



etc.) indicated on the Contract Drawings. Loosen any hard subsoil in the bottom of the excavation where evident, and remove all rocks greater than one-half-inch (1/2") in diameter, trash, debris, etc. Retain the excavated soil for use as part of the Amended Planting Backfill Mixture (as indicated in Section 32 91 13 – Soil Preparation).

# B. Planting areas that have not been excavated prior to planting.

# 1. Plug Plant Material:

a. Excavate at least four-inches (1") wider than the perimeter of the plug, and deep enough to allow setting of the roots on a compacted layer of native planting soil, where the top of the plant's root collar is one half-inch (1/2") higher than finished grade or as further directed by the Landscape Architect

# 2. Balled and Burlap Plant Material:

- a. Excavate the planting hole to the width and depth indicated in the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is two-inch (2") higher than finished grade or as further directed by the Landscape Architect:
- b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.

### 3. Container-Grown Plant Material:

- a. Excavate the planting hole to the width and depth indicated on the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is two-inch (2") higher than finished grade or as further directed by the Landscape Architect:
- b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.

# 4. Field Grown/Specimen Trees:

- a. Excavate the planting hole to the width and depth indicated on the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is three-inch (3") higher than finished grade or as further directed by the Landscape Architect:
- b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.
- c. In areas where special subsurface drainage for planting is indicated, tie drainage pipes, as required, into the drain system.
- d. Excavate planting hole at 3x the diameter of the rootball.

# 5. Permanent Seeding

- a. Treat seed area with an aquatic approved herbicide two (2) weeks prior to scarifying or applying topsoil.
- b. Lightly scarify existing topsoil and place seed directly on existing soil.
- c. When existing topsoil has been removed during grading operations, place a minimum of three-inches (3") of topsoil (Reference Section 32 91 13) to provide an acceptable seeding substrate.
- C. Obstructions: Notify the Landscape Architect immediately if unexpected rock, debris, EXTERIOR PLANTS 32 93 00 11



contaminants, obstructions, or other items that are detrimental to the healthy sustained growth of Plant Material is encountered in the excavation process.

- 1. Hardpan Layer: If encountered, drill six-inch (6") diameter holes into free-draining strata or to a depth of ten-feet (10'), whichever is less, and backfill with free-draining material.
- D. Drainage: Notify the Landscape Architect if subsoil conditions show evidence of unexpected water seepage or retention in planting holes.

#### E. Time of planting:

- Evergreen material: Plant evergreen materials between September 1 and November 1
  or in spring before new growth begins. If project requirements require planting at times,
  other than winter months, plants shall be sprayed with anti-desiccant prior to planting
  operations.
- 2. Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.

#### 3.03 INSTALLATION

- A. Plug Plant Material: Set Plug Plant Material plumb and in center of the excavated hole, with top of root structure set properly at the adjacent finish grade as indicated. Set Plug Plant Material in the proper spacing and/or alignment(s) as indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.
  - 1. Thoroughly soak the roots in clean water for a minimum of two (2) hours but no more than four (4) hours to fully hydrate the root mass. Do not soak above the root crown.
  - Carefully place the Plant Material stock on the specified setting layer of compacted native soil, with the top of root mass set approximately one half-inch (1/2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide an orientation of the Plant Material that is confirmed and acceptable by the Landscape Architect.
  - 3. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly mixing/blending the following:
    - a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 Soil Preparation).
    - b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 329113–Soil Preparation).
    - c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 329113 Soil Preparation), per the Manufacturer's latest printed instructions.
      - 1) Pending the results of the Agronomic Soil Fertility Report, the Amended Planting Backfill Mixture may be modified accordingly to include additional soil amendments or fertilizers (gypsum, iron, potash, etc.) or the ratios as indicated in the Mixture indicated above may be modified.
    - a.) The cost of providing modifications to the Amended Planting Soil Backfill Mixture (as recommended through the Agronomic Soil Fertility Report and as directed by the Landscape Architect) shall be borne by the Contractor.
- 4. Backfilling the excavated planting hole:

- a. Place the Amended Planting Backfill Mixture around the Plant Material root mass in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets.
- b. Maintain the Plant Material plumb while working the Mixture around the root mass. When the planting hole is approximately half-backfilled, water thoroughly before placing the remainder of the Mixture.
- c. Add the Fertilizer Tablets and other amendments, (per Section 329113 Soil Preparation) as required, at the prescribed application rates (as indicated per Section 329113 Soil Preparation) or if not indicated, per the Manufacturer's latest printed instructions.
- d. Place the final layers of the Amended Planting Backfill Mixture, tamping accordingly, to the top of the root mass.
- e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole.
- f. Thoroughly mix together water and Plant Vitamin/Hormone Stimulant in application ratio as recommended by Stimulant Manufacture (per Section 329400 –Landscape Planting Accessories). Apply liquid matrix in sufficient quantity to thoroughly saturate the basin to settle the Mixture, and to eliminate voids and air pockets. Should any portions of the root mass be exposed, add additional Mixture as needed to thoroughly cover the root mass.
- 5. Mulching: Apply mulch evenly at 1" at all plug installation locations. Refer to Section 32 94 00) Landscape Planting Accessories for type and requirements.
- B. Balled and Burlapped Plant Material: Set the Balled and Burlapped Plant Material plumb and in center of the excavated hole, with top of the root ball raised above adjacent finish grade as indicated. Set Balled and Burlapped Plant Material in the proper spacing and/or alignment(s) as indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.
  - 1. Carefully place the Balled and Burlapped Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set two-inch (2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation of the Plant Material, handle the Plant Material by its root ball; avoid handling the Plant Material by its trunk.
  - 2. Once orientation is accepted, carefully remove the burlap and wire baskets from the tops of the root ball and partially from the sides, but do not remove from under the root ball. Do not damage the root ball or any part of the plant. Plant Material shall be rejected if the root ball is cracked or broken before or during the planting operation.
  - 3. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly mixing/blending the following:
    - a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 Soil Preparation).
    - b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 32 91 13— Soil Preparation).
    - c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 32 91 13 –Soil Preparation), per the Manufacturer's latest printed instructions.
  - 4. Backfilling the excavated planting hole:
    - a. Place the Amended Planting Backfill Mixture around the root ball in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets.

- Maintain the plant plumb while working the Mixture around the root ball. When the planting
  hole is approximately half-backfilled, water thoroughly before placing the remainder of the
  Mixture
- c. Add the Fertilizer Tablets and other amendments, (per Section 32 91 13 Soil Preparation) as required, at the prescribed application rates indicated herein this Article or if not indicated, per the Manufacturer's instructions.
- d. Place the final layers of the Mixture, tamping accordingly, to the top of the root ball. Do not place the Mixture on top of the root ball. Pull soil away and exposed root flare. Ensure root flare is planted above finished grade.
- e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole. Do not cover the top of the root ball with the backfill mixture.
- f. Thoroughly mix water and Plant Vitamin/Hormone Stimulant in application ratio as recommended by Stimulant Manufacture (per Section 32 94 00–Landscape Planting Accessories). Apply liquid matrix in sufficient quantity to thoroughly saturate the basin to settle the Mixture, and to eliminate voids and air pockets. Should any portions of the root mass be exposed, add additional Mixture as needed to thoroughly cover the root mass.
- 5. Mulching: Apply mulch in watering basins as indicated on the Contract Drawings. Refer to Section 32 94 00 Landscape Planting Accessories for type and requirements.
- 6. Wrapping:
  - a. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
  - b. Wrap trunks of all trees as directed spirally from bottom to top with specified tree wrap and secure in place.
  - c. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
  - d. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.

#### 7. Staking/guying:

- a. Stake/guy all trees immediately after each tree planting.
- b. Stake all trees and all multi-trunk trees.
- c. Flag or color all cables.
- d. All work shall be acceptable to the Landscape Architect.
- C. Container-Grown and Ball and Burlap Plant Material: Set Plant Material plumb and in the center of the excavated planting hole, with top of the root ball raised above adjacent finish grade as indicated. Set Plant Material in the proper spacing and/or alignment(s) as indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.
  - 1. For plastic container stock (4" pot, 1-gallon, 5-gallon, 15-gallon, etc.), carefully remove the plant container prior to setting the plant in the excavated hole so as not to damage root ball. Tip container to horizontal position and shake carefully to remove Plant Material. Support root ball during installation to prevent cracking or shedding of soil.
  - 2. Set the Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set one-inch (1") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation of the plant material, carefully handle the Plant Material by its container; avoid handling the Plant Material by its trunk.



- a. Plant Material with a damaged root ball upon removal of the container, or if the root ball fails to thoroughly hold the soil as it is removed from the container, or if the plant is mishandled or damaged during planting operations, shall be rejected.
- 3. For Ball and Burlap stock, carefully set whole root ball of the Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set two-inch (2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation, carefully handle the Plant Material by its basket; avoid handling the Plant Material by its trunk or branches. Once orientation is accepted, remove 1/3 of the wire basket so as not to damage the root ball or any part of the plant. Do not remove the bottom of the wire basket. Discard top 1/3, do not bend back or bury.
  - a. Plant Material with a damaged root ball upon placing/planting, or if the root ball fails to thoroughly hold the soil as it is planted, or if the plant is mishandled or damaged during planting operations, shall be rejected.
- 4. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly mixing/blending the following:
  - a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 Soil Preparation).
  - b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 32 91 13– Soil Preparation).
  - c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 32 91 13 –Soil Preparation), per the Manufacturer's latest printed instructions.
    - 1) Pending the results of the Agronomic Soil Fertility Report, the Amended Planting Backfill Mixture may be modified accordingly to include additional soil amendments or fertilizers (gypsum, iron, potash, etc.) or the ratios as indicated in the Mixture indicated above may be modified.
      - a) The cost of providing modifications to the Amended Planting Soil Backfill Mixture (as recommended through the Agronomic Soil Fertility Report and as directed by the Landscape Architect) shall be borne by the Contractor.
- 5. In areas where indicated on the Contract Drawings, install the Deep Watering Bubblers as part of the irrigation system.
- 6. Backfilling the excavated planting hole:
  - a. Place the Amended Planting Backfill Mixture around the root ball in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets. Foot tamp the backfill, as required.
  - b. Maintain the plant plumb while working the Mixture around the root ball. When the planting hole is approximately half-backfilled, water thoroughly before placing the remainder of the Mixture.
  - c. Add the Fertilizer Tablets and other amendments (per Section 32 91 13 Soil Preparation) as required, at the prescribed application rates indicated herein this Article or if not indicated, per the Manufacturer's instructions.
  - d. Place the final layers of the Mixture, tamping accordingly, to the top of the root ball. Do not place the Mixture on top of the root ball.
  - e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole. Do not cover the top of the root ball with the backfill mixture.

#### Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- 7. Mulching: Apply mulch in watering basins as indicated on the Contract Drawings. Refer to Section 32 94 00 Landscape Planting Accessories for type and requirements.
- 8. Wrapping:
  - a. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
  - b. Wrap trunks of all trees as directed spirally from bottom to top with specified tree wrap and secure in place.
  - c. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
  - d. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
- 9. Staking/guying:
  - a. Stake/guy all trees immediately after each tree planting.
  - b. Stake all trees and all multi-trunk trees.
  - c. Flag or color all cables.
  - d. All work shall be acceptable to the Landscape Architect.
- D. Native Wildflower and Grass Seed Material: Drill or hand apply seed per volumes specified within the Construction Documents. Apply native grass and wildflower seed after ground preparation is complete between September 15 and October 15 or February 15 and March 15. Landscape Architect shall be consulted prior to seeding to review preparation and installation.
  - 1. Seed as follow to ensure complete coverage as noted:
    - a. Treat all seed areas with an aquatic approved herbicide when vegetation is present, two (2) prior to all seeding.
    - b. Fine grade areas that receive seed eliminate low areas that may hold water.
    - c. Provide 2 parts masonry sand to 1 part pure live seed (PLS). Granule Mycorrhizal shall also be included and may substitute the masonry sand.
    - d. Herbicide reapplication shall be required prior to broadcasting seed if visible vegetation is present.
    - e. Broadcast half the Native Grass and/or Wildflower Seeds evenly over the entire area prior to placement of compost at the rates indicated within the Construction Documents. Sow remaining seed in a perpendicular direction to the initial sowing prior to placement of compost.
    - f. Placement of one-half inch (1/2") organic compost by Landscape Contractor
    - g. Wildflower seed to be broadcast similar to the above and seed shall be allows to rest on top of the compost without pressing into the substrate. Do not cover the seed more than 1/16".
    - h. Cover seed with a 100% wood fiber hydroseeding mulch.
  - 2. Jute netting or Biodegradable Erosion Control Blanket:
    - a. Install per plans and/or all areas that exceed 3:1 slopes using biodegradable stakes.
- 3.04 PRUNING AND THINNING OF PLANT MATERIAL
  - A. Pruning/Thinning of Tree Canopy EXTERIOR PLANTS



#### Job No. 110761, EACC Campus Connectivity (TAP-21) (S)

- 1. At no time shall Plant Material be pruned, trimmed, thinned, shaped, or topped prior to delivery. Pruning, trimming, thinning, shaping, or topping of Plant Material shall be only conducted on the Project Site, and under the presence and direction of the Landscape Architect or approved Certified Arborist. Plant Material that has been pruned and delivered to the Project Site without prior approval by the Landscape Architect or an approved Certified Arborist will be rejected.
- B. When directed by the Landscape Architect or an approved Certified Arborist, Contractor shall prune, thin, and shape plant material, according to standard horticultural practice, to preserve the natural character of the Plant Material.
  - 1. Pruning and remedial work shall be done per ANSI A300.
  - 2. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from trees.
  - 3. Prune shrubs accordingly to retain natural character.
  - 4. Provide pruning, cabling and bracing, irrigation, pest and disease control and other remedial treatments as recommended to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.
  - 5. Newly planted trees shall be pruned near the termination of the Landscape Establishment Period, per the direction of the Landscape Architect, as required.

#### 3.05 CLEAN UP AND PROTECTION

- A. During installation operations, keep Work area in an orderly and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.
- B. Protect landscaping from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.
- C. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, surplus soil and other items resulting from construction operations and legally dispose of it off the Owner's property.
- D. Scars, ruts, or other marks in the ground caused by the Contractor's Work shall be repaired.
- E. Remove equipment and implements of service and leave the entire Project Site area in a neat, clean, and Owner-approved condition.
- F. Labels: Remove all nursery-type labels, flags, and or identification markings from Plant Materials AS DIRECTED BY THE Landscape Architect.

#### 3.06 MAINTENANCE

- A. Maintain the trees, shrubs, groundcovers, perennials, native grasses until Final Completion of the entire project. Upon Final Completion, the Owner will assume maintenance as recommended by the written maintenance instructions submitted by the Landscape Contractor for Sodded areas only.
- B. Maintenance shall include pruning, cultivating, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.



- 1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
- 2. Tighten and repair guy wires and stakes as required.
- 3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
- 4. Deep-water trees, plants, groundcover, perennial and native grass beds within the first 24 hours of initial planting, and thereafter as required for healthy growth until final acceptance.

#### 3.07 SUBSTANTIAL COMPLETION

A. An inspection of the trees, shrubs, groundcovers, perennials and native grasses will be made by the Landscape Architect upon request for Application of Substantial Completion by the Landscape Contractor. Provide notification of at least five (5) working days before requested inspection date.

#### 3.08 FINAL COMPLETION

A. An inspection of the trees, shrubs and ground covers will be made by the Landscape Architect upon request for Final Completion by the Landscape Contractor.

**END OF SECTION 329300** 

#### 02/08/19 Page 1 of 1

### Arkansas Department of Transportation Special Provision for Local Projects

#### Differing Site Conditions and Temporary Suspensions of Work

### Arkansas Department of Transportation, Standard Specifications, 2014 Edition Section 104.02(c) – Differing Site Conditions

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and general recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

#### Arkansas Department of Transportation, Standard Specifications, 2014 Edition Section 108.05 – Temporary Suspension of Work

The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public nor become damaged in any way, and shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches and shoulder drains; maintain the traveled way; erect temporary structures where directed; etc.

The Contractor shall not suspend the work nor remove any equipment or materials essential to the completion of the current phase of the project without the permission of the Engineer.

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for a period of time not originally anticipated, customary, or inherent to the construction industry and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within ten (10) business days of the receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of a determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

NOTE: As defined in Section 101.01(c) of the Department's Standard Specifications, the "Engineer" is defined as "The Chief Engineer of the Department, acting directly or through duly authorized representatives, who is responsible for engineering supervision of the construction." This role may vary in name and title by the agency utilizing this Special Provision. Additional definitions may also be found in Section 101.01(c).

10-27-2020 Page 1 of 1

#### **EAST ARKANSAS COMMUNITY COLLEGE**

#### **SPECIAL PROVISION**

JOB NO. 110761

## PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

- 1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Rev. 9-6-17

### EAST ARKANSAS COMMUNITY COLLEGE SPECIAL PROVISION JOB 110761

## DOCUMENTATION OF PAYMENTS MADE TO DISADVANTAGED BUSINESS ENTERPRISES

Although this contract does not have a Disadvantaged Business Enterprise (DBE) Goal, in accordance with Subsection 103.08(a) of the Standard Specifications all payments made to DBE Contractors, suppliers, manufacturers, and/or non-construction service firms must be reported by the Prime Contractor.

As required by Subsection 103.08(h), the Prime Contractor must use the appropriate DBE Payment Log form included in this Special Provision during the progress of the Contract. Listed below are the instructions on when each form is required to be submitted.

- The Prime DBE Payment Log (page 3) must be submitted by the Prime Contractor when he/she is a certified DBE Contractor and work was performed by their own forces or money was earned by the DBE Prime Contractor for work performed by a Subcontractor during the estimate period.
- The DBE Subcontractor Payment Log (page 2) must be submitted by the Prime Contractor when a Subcontractor is a certified DBE Contractor and work was performed by a Subcontractor or money was earned by a Subcontractor for work performed by a Secondtier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when a 2nd Tier Subcontractor is a certified DBE Contractor and work was performed by a 2nd Tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when payments are made to a Department Certified DBE supplier, manufacturer, and/or non-construction service firm by the Prime Contractor or any Subcontractor or 2nd Tier Subcontractor during the estimate period.

A separate DBE Payment Log form is required for each DBE firm receiving payments for work completed or services provided during each estimate period. The DBE Payment Log forms, along with instructions for their use, are available on the Department's website at:

### http://ardot.gov/Construc/SpecBK03/DBE\_Log.xls

All certifications of payments must be received by the Resident Engineer within thirty-five (35) calendar days following the end of each estimate period. Facsimile or scanned copies of the completed original payment log forms are acceptable to fulfill this requirement.

Upon completion of the contract, a final certificate of payments to all DBE firms -- page 5 of this Special Provision -- is required by Subsection 103.08 (h). The final amount paid to each DBE firm shall match the total to date reported on the last DBE payment log submitted for each firm. If necessary, an additional DBE payment log shall be submitted with the certificate of payment itemizing all payments made to DBE firms since the last estimate period. A signed, original of the Final Certificate of Payment must be furnished to the Resident Engineer.

# EAST ARKANSAS COMMUNITY COLLEGE DBE Subcontractor Payment Log

Job Number _		Prime Contrac	or		
Estimate No		DBE Subcontrac			
Estimate Endin	g Date	Date Payment I	Made to DBF	Ξ	
Item Code*	Item Description	Subcontract Unit Price	2 <sup>nd</sup> Tier Unit Price	Quantity	Value Earned By Subcontractor
			<u> </u>		
	<u> </u>		<u> </u>		
	<u> </u>			<u> </u>	
	<u> </u>		<del>                                     </del>		
	<u> </u>		<del>                                     </del>		
			<del>                                     </del>		
	-				
	<del> </del>				
	-				
<del></del>					
	es for pay items are shown nate voucher			This Estimate	
		Retaina	ge Withheld	This Estimate	
DBE Paym	ment Log must be received		Net Total	l This Estimate	
within 35 c	calendar days of the ending	% Retaii	nage P	Previous Total	
da	ate of the estimate.		T	otal To Date	
the documentat	tractor certifies that the payl tion of this payment is availa	able for inspectio	on upon requ	uest.	
	nature				
Typed or Printe	ed Name			Date	
Department Use Only	Received			Verified	
Г	By Date				DE Initials
_	-aic				

# EAST ARKANSAS COMMUNITY COLLEGE DBE Prime Contractor Payment Log

Job Number	DI	BE Prime Con	tractor		
Estimate No.					
Estimate Endin	g Date				
Item Code*	Item Description	Contract Unit Price	Sub Unit Price	Quantity	Value Earned By DBE Prime
	es for pay items are shown		Total	This Estimate	
on the estir	nate voucher			Previous Total	
DBE Payr	nent Log must be received	7		Total To Date	
	calendar days of the ending			[	
	ate of the estimate.				
	tractor certifies that the inform				ents the value
Authorized Sign	nature			Title	
	ed Name			Date	
Department Use Only	Received		<del></del>	Verified	
	Ву				
	Date	_ Date	-		RE Initials

Rev. 9-6-17

# EAST ARKANSAS COMMUNITY COLLEGE DBE 2nd Tier Payment Log

	Prime Cor	ntractor		
	Subco	ntractor		
g Date DBE	E 2nd Tier §	3ubcontracto	r	
Item Description		2nd Tier Unit Price	Quantity	Value Earned by 2 <sup>nd</sup> Tier
<u> </u>			<u> </u>	
<del> </del>			<u> </u>	
<del> </del>			<u> </u>	
			<u> </u>	
<u> </u>				
<u> </u>				
<u> </u>				
<u> </u>			-	
l es for pay items are shown nate voucher		Tota	al This Estimate	
	Retain	age Withheld	d This Estimate	
nent Log must be received	1	Net Tota	اد This Estimate	
alendar days of the ending	% Reta	ainage F	Previous Total	
te of the estimate.	<u> </u>	7	Fotal To Date	
				Tier Subcontractor
		•	•	
Received By	B.			
Date	•	-		RE Initials
	g Date	Subcor g Date DBE 2nd Tier S Date Payment I ltem Description Retain the nent Log must be received alendar days of the ending the of the estimate Received By Received By	Subcontractor g Date	Subcontractor

Rev. 9-6-17

# EAST ARKANSAS COMMUNITY COLLEGE CERTIFICATE OF PAYMENT

GOAL \$* (Contract Commitments)  s that the following amount(s)  Amount Paid  \$
(Contract Commitments of that the following amount(s)  Amount Paid
s that the following amount(s)  Amount Paid  \$
Amount Paid \$
Amount Paid \$
\$\$
\$\$
\$
<u> </u>
<u> </u>
<u> </u>
\$
\$
\$
\$
\$
\$
<u> </u>
BE firms should be shown. s should not be included. v its own forces.
: