

CONTRACT DOCUMENTS FOR THE
3200 W 6200 S 8 MG RESERVOIR ASPHALT REPLACEMENT

PROJECT #: 4405
April 2026

BID DOCUMENTS & SPECIFICATIONS

OWNER/ENGINEER
Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah
(801) 565-4300

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NOTICE INVITING BIDS

PROJECT NAME: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

DESCRIPTION OF WORK: This project includes removal of all asphalt and road base surrounding the 8 MG reservoir and installation of a new road base and asphalt surface. This includes minor grading around the reservoir and installation of a retaining wall on the west side of the reservoir. In addition, this project includes the removal of two mature trees located northwest of the reservoir.

DISTRICT WEBSITE AND PLANHOLDERS LIST: Prospective bidders must register at the District's website (www.jvwcd.gov) under "Engineering Projects". Prospective bidders are required to check the District's web site for any addenda prior to submitting a responsive bid. The District's website will be used to publish updated information relative to the project, including a planholders list.

RECEIPT OF BIDS: Sealed bids will be received at the office of the Jordan Valley Water Conservancy District, Owner of the Work, located at 8215 South 1300 West, West Jordan, Utah 84088, until **3:00pm, on Wednesday April 22, 2026**, for construction of the 3200 W 6200 S 8 MG Reservoir Asphalt Replacement. Electronic bids may also be submitted in adobe .pdf format to ellisad@jvwcd.gov. JWCD requests that electronic bids be submitted 15 minutes prior to the bid opening deadline, to allow for verification of delivery. A public bid opening will be held at the bid due time. Attendance is not required. Bid results will be posted to the District's website within 24 hours of the bid opening.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled 3200 W 6200 S 8 MG Reservoir Asphalt Replacement. All Contract Documents may be obtained online at www.jvwcd.gov under "Engineering Projects".

SITE OF WORK:

1. 6171 S 3200 W, Taylorsville, UT 84118

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held at **9:30am on Tuesday, April 14, 2026**, at the Site of Work. Prospective bidders with questions regarding the project are encouraged to attend to become familiar with the site and to ask any questions regarding the project.

COMPLETION OF WORK: All work shall be completed within 240 calendar days from the date of the Notice to Proceed. Work shall be sequenced and scheduled as listed Section 01010 - Summary of Work.

AWARD OF CONTRACT: An Award of Contract, if it were awarded, will be made within 60 calendar days of the opening of bids.

NOTICE INVITING BIDS

NOTICE TO PROCEED: A Notice to Proceed, if it were issued, will be made within 60 calendar days of the Notice of Award.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check, money order or bid bond in the amount of five percent of the total bid price payable to the Jordan Valley Water Conservancy District as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract, provide evidence of worker's compensation insurance, and furnish a satisfactory faithful performance bond in the amount of 100 percent of the total bid price and a payment bond in the amount of 100 percent of the total bid price.

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the Jordan Valley Water Conservancy District and delivered or mailed to 8215 South 1300 West, West Jordan, Utah 84088. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid. Electronic bids shall be submitted to the engineering administrative assistant, ellisad@jvwcd.gov as an email attachment with the words "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids in the subject line of the email.

NOTICE INVITING BIDS

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the Engineer for the project. It shall be understood, however, that no interpretations of the specifications will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

OWNER/ENGINEER

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah 84088
Telephone: (801) 565-4389
Project Manager: Jake Slater
Email: jakes@jvwcd.gov

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

JORDAN VALLEY WATER CONSERVANCY DISTRICT

INSTRUCTIONS TO BIDDERS

FORM OF BID: The bid shall be made on the bidding schedule(s) bound herein. The bid shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. In the event there is more than one bidding schedule, the bidder may bid on any individual schedule or on any combination of schedules.

DELIVERY OF BID: The bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that his bid is received at the proper time.

WITHDRAWAL OF BIDS: Bids shall be unconditionally accepted without alteration or correction, excepting that bidder may by means of written request, signed by the bidder or his properly authorized representative withdraw his bid. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of bids.

OPENING OF BIDS: The bids will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisions attached to a bid may render it non-responsive and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless called for. Oral, telegraphic, or telephonic bids or modifications will not be considered.

DISCREPANCIES IN BIDS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule; failure to do so may render the bid non-responsive and subject to rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the "amount" will be corrected accordingly, and the Contractor shall be bound by said Correction. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or approved bid bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within 10 calendar days after receipt of the contract from the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case the apparent low bidder refuses or fails to enter into such contract or fails to provide the required insurance and insurance certificates, the check or bid bond, as the case may be, shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as his bid guarantee, he shall use the bid bond bound herein, or one conforming

INSTRUCTIONS TO BIDDERS

substantially to it in form.

BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid to:

1. Examine Contract Documents thoroughly.
2. Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.
3. Consider federal, state and local laws and regulations that may affect cost, progress, and performance of furnishing of the work.
4. Study and carefully correlate the Bidder's observations with the Contract Documents.
5. Notify the Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

Reference is made to the Supplemental General Conditions for identification of:

1. Those reports of exploration and tests of subsurface conditions at the site, which have been utilized by the Engineer in the preparation of the Contract Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities as defined in Article 1 of the General Conditions) which are at or contiguous to the site and which were utilized by the Engineer in the preparation of the Contract Documents. Copies of such reports and drawings are available for inspection at the office of the Owner.

Information and data reflected in the Contract Documents with respect to underground facilities at/or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground facilities or others, and the Owner does not assume any responsibility for the accuracy or completeness thereof including any damages whatsoever that may be incurred by the Bidder or the Contractor through his reliance thereon unless it is expressly provided otherwise in the Supplemental General Conditions and/or the Technical Specifications.

Before submitting a bid, the bidder shall conduct such examination, investigations, studies and tests as are necessary to satisfy himself as to: the nature and location of the physical conditions (surface, subsurface and underground facilities), the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, availability of utilities, local weather conditions, the character of equipment and facilities required preliminary to and during the prosecution

INSTRUCTIONS TO BIDDERS

of the work; any and all other conditions that may in any way affect the cost, progress, performance or furnishing of materials in accordance with the Contract Documents. All such examination, investigation, studies, tests and the like shall be at the Bidder's expense.

Upon reasonable request in advance, the Owner shall provide each Bidder access to the site to conduct such explorations, examination, investigation and tests as each Bidder may determine necessary for the submission of a Bid. The Bidder shall fill all holes, clean and restore the site to its former condition upon the completion of such activities.

The submission of a bid hereunder shall be considered prima facie evidence that the Bidder has made such examination as is set forth in the above paragraph and is knowledgeable as to the location and site conditions surrounding the work and the conditions to be encountered in performing the work and as to the requirements, conditions and terms of the Contract and Contract Documents.

The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Contract, for information contained in any reports, subsurface studies, or other information which may be made available for the Contractor's information and which are not included as Contract Documents, for any understanding or representations by the Owner or by others which are not expressly stated in the Contract Documents which liability is not expressly assumed by the Owner or its representatives or Engineer in the Contract Documents. Such information shall be deemed to be for the information of the Contractor and the Contractor shall have the obligation of evaluating any such information as to its accuracy and effect the Owner will not be liable or responsible for any such information or any conclusions that may be drawn there from by the Contractor.

The lands upon which the work is to be performed, right-of-ways and easements for access thereto together with other lands designated for use by the Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto that are required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, and that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents in compliance with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that such means, methods, techniques, sequences or procedures described in the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work.

INSTRUCTIONS TO BIDDERS

QUANTITIES OF WORK: The quantities of work or material stated in the Bid Schedule are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Owner reserves the right after award of the Contract to increase or decrease the quantities of any unit price item of the work by an amount up to and including 25 percent of the quantity of any bid item, or to omit portions of such work as may be deemed necessary or expedient by the Engineer or Owner, without a change in the unit price. Such right to revise and omit shall include the right to delete any bid item in its entirety, or to add additional bid items in quantities up to and including an aggregate total amount not to exceed 25 percent of the total amount of the Contract.

The Bidders nor the ultimate Contractor on the Project shall at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid.

COMPETENCY OF BIDDERS: In selecting the lowest responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the Bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," bound herein. No bid for the work will be accepted from a contractor who does not hold an active Contractor's license in good standing applicable to the type of work bid upon at the time of opening bids.

After an award of the contract no substitution of the Project Manager or Project Superintendent will be allowed without the written approval by the Owner.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID GUARANTEE: Within 10 calendar days after award of the contract, the Owner will return the bid guarantees accompanying such of the bids as are not considered in making the award. All other bid guarantees will be held until a Notice to Proceed has been issued and accepted. They will then be returned to the respective bidders whose bids they accompany.

AWARD OF CONTRACT: Award of the Contract, if it be awarded, will be based primarily on the lowest overall cost to the Owner, and will be made to a responsive and responsible bidder whose bid complies with all the requirements prescribed. Any such award will be made by written notice and within 60 calendar days after opening of the bids, unless a different waiting period is expressly allowed in the Notice Inviting Bids. Unless otherwise indicated, an award will not be made for less than all the bid items in an individual bidding

INSTRUCTIONS TO BIDDERS

schedule. In the event the entire work is contained in more than one bidding schedule, the Owner may award schedules individually or in combination. In the case of two bidding schedules which are alternate to each other, only one of such alternate schedules will be awarded.

EXECUTION OF CONTRACT: The Bidder to whom the award is made shall secure all insurance and shall furnish all certificates and bonds required by the specifications within ten calendar days after receipt of the Notice of Award from the Owner. The Bidder to whom the award is made shall execute a written contract with the Owner on the form of agreement provided within ten calendar days after receipt of the Agreement from the Owner. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder, or reject all bids and re-advertise the project for rebidding. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, each such bidder's guarantees shall be likewise forfeited to the Owner.

ISSUANCE OF NOTICE TO PROCEED: The Owner intends to execute the Agreement and issue the Notice to Proceed specifying the Project start date within ten calendar days after its receipt of the executed Agreement, Purchase Order Assignment(s), (if applicable), bonds and insurance certificates from the successful bidder. If the Contract Time is expressed as a specific completion date in the Notice Inviting Bids and paragraph 3.1 of the Agreement rather than a specific number of successive days following the start date identified in the Notice to Proceed, then any delay by the Owner beyond the ten days in issuing the Notice to Proceed shall extend the completion date by the number of days of the delay.

LICENSES: Contractor must be licensed as a business qualified to do business within the state of Utah prior to issuance of a Notice of Award. Contractor must hold a current contractor's license with classifications appropriate to the work being contracted.

BID

BID TO: JORDAN VALLEY WATER CONSERVANCY DISTRICT

The undersigned Bidder hereby proposes to furnish all plant machinery, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary to perform all work required under the Bidding Schedule of the Owner's Contract Documents entitled "3200 W 6200 S 8 MG Reservoir Asphalt Replacement" drawings and all addenda issued by said Owner prior to opening of the bids.

Addenda are only delivered by e-mail and through the internet.

The undersigned bidder acknowledges receipt of the following addenda:

<u>No.</u>	<u>Date Received</u>	<u>No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder agrees that, within 10 calendar days after receipt of Notice of Award from Owner, he will execute the Agreement in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Bid, Information Required of Bidder, Technical Specifications, Drawings, and all addenda issued by Owner prior to the opening of bids, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the bid guarantee furnished by Bidder shall be forfeited to Owner as liquidated damages for such failure; provided, that if Bidder shall execute the Agreement, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned to him within five days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this bid may not be withdrawn for a period of 45 days after the date set for the opening thereof, unless otherwise required by law.

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

Bidder further agrees to complete all work required within the time stipulated in the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

BID

Bid Schedule: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

Item No.	Description	Unit	Oty	Unit Cost	Amount
1	Mobilization and demobilization	Lump Sum	1	N/A	\$
2	Permit Allowance	Lump Sum	1	N/A	\$ 5,000
3	Removal and disposal of existing asphalt base and asphalt	FT ²	9,800		\$
4	Excavation, backfill, and site grading	Lump Sum	1	N/A	\$
5	Furnish and install new asphalt base and asphalt	FT ²	9,800		\$
6	Furnish and install retaining wall	FT	120		\$
7	Furnish and install sloped edge	FT	400		
8	Furnish and install concrete curb	FT	110		
9	Removal and disposal of tree	Each	2		\$
Total:					\$

Bidder (Company name): _____

By: _____
(Signature)

Dated: _____

Name: _____

Title: _____

ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

1. Required Bid security in the form of Bid Bond.
2. Information Required of Bidder.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____
as Principal, and _____
as Surety, are held and firmly bound unto the Jordan Valley Water Conservancy District
(hereinafter called "Owner") in the sum of _____
dollars, (not less than five percent of the total amount of the bid) for the payment of which
sum, will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a bid to Owner to perform all work required under the
bidding Schedule of the Owner's Contract Documents entitled "3200 W 6200 S 8 MG
Reservoir Asphalt Replacement", (hereafter called the "Project").

NOW THEREFORE, if Principal is awarded Contract by Owner for the Construction of the
Project and, within the time and in the manner required under the heading "Instructions
to Bidders" enters into the written contract entitled "Agreement" bound with said Contract
Documents, furnishes the required certificates of insurance, and furnishes the required
Performance Bond and Payment Bond within 10 calendar days after receipt of such
contract from Owner, then this obligation shall be null and void, otherwise it shall remain
in full force and effect. In the event suit is brought upon this bond by Owner and judgment
is recovered, Surety shall pay all costs incurred by Owner in such suit, including a
reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ___day of _____, 20__.

By: _____ By: _____

Its: _____ Its: _____

(SEAL)

(SEAL)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Bid non-responsive and subject to rejection. Additional sheets shall be attached as required.

1. Contractor's name: _____

2. Contractor's address: _____

Contractor's Primary Contact: _____

Email address of Contractor's primary contact: _____

Contractor's telephone number: _____

3. **Contractor must be qualified and licensed to do business in Utah.**

Utah Department of Commerce Information

Business Entity Number: _____

Delinquent Date: _____

4. **Contractor must hold a current contractor's license, classification E100.**

Contractor's Utah License Number: _____

Expiration Date: _____

Primary Classification: _____

Supplemental Classification held, if any: _____

5. **Key Personnel Qualifications and Experience**

List key personnel here and provide detailed information in Attachments A and B. More than one Project Manager and/or Project Superintendent may be proposed. Only personnel approved by the Owner will be allowed in the key positions.

Project Manager A: _____

Project Manager (Alternate 1): _____

Project Manager (Alternate 2): _____

Project Manager shall have successfully completed:

- At least five (5) years construction experience.
- Two (2) projects with at least 5,000 ft² of new asphalt.

INFORMATION REQUIRED OF BIDDER

Project Superintendent A: _____

Project Superintendent (Alternate 1): _____

Project Superintendent (Alternate 2): _____

Project Superintendent shall have successfully completed:

- At least five (5) years construction experience.
- Two (2) projects with at least 5,000 ft² of new asphalt.
- One (1) project that included a retaining wall installation of at least 3 ft in height.

6. Previous Contractor Project Experience

Past project experience shall be provided for each requirement. The Owner shall be entitled to contact each and every reference listed by the contractor. The Contractor, by submitting a bid, expressly agrees that any information concerning the CONTRACTORS in possession of said entities and references may be made available to the owner.

Provide the information identified in Attachment C for each project which meets the minimum requirements listed below:

Requirements:

Contracting firm shall have successfully completed:

- Two (2) projects with at least 5,000 ft² of new asphalt.
- One (1) project that included a retaining wall installation of at least 3 ft in height.

INFORMATION REQUIRED OF BIDDER

7. Name and title of officers of Contractor's firm:

8. Name of person who inspected site of proposed work for your firm:

Name: _____

Date of Inspection: _____

9. Surety company who will provide the required bonds on this contract:

Agent's Name: _____

Telephone: _____

10. Workers Compensation Insurance Policy: _____

INFORMATION REQUIRED OF BIDDER

ATTACHMENT A

(Copy as necessary – provide experience that meets the requirements listed above)

Project Manager Data Sheet

Name: _____

Years experienced as Project Manager: _____

Years of prior experience: _____ Positions: _____

Qualifying Project #1: _____

Project Summary: _____

Square footage of asphalt installed: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

Qualifying Project #2: _____

Project Summary: _____

Square footage of asphalt installed: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

INFORMATION REQUIRED OF BIDDER

ATTACHMENT B

(Copy as necessary – provide experience that meets the requirements listed above)

Superintendent Data Sheet

Name: _____

Years experienced as Superintendent: _____

Years of prior experience: _____ Positions: _____

Qualifying Project #1: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

Qualifying Project #2: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

Qualifying Project #3: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

INFORMATION REQUIRED OF BIDDER

ATTACHMENT C

(Provide experience that meets the requirements listed above)

Contracting Firm Data Sheet

Name: _____

Qualifying Project #1: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

Qualifying Project #2: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

Qualifying Project #3: _____

Project Summary: _____

Square footage of asphalt installed: _____

Retaining wall type: _____ Retaining wall height: _____

Year Completed: _____ Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

AGREEMENT

An Agreement made as of the _____ day of _____, 20____, by and between the Jordan Valley Water Conservancy District, a Utah special district (“OWNER”), and **Contractor Name**, a **State** corporation qualified to do business and doing business in the State of Utah (“CONTRACTOR”).

TERMS:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the **project**. The description is as follows:

Furnishing all labor, services, materials, equipment, and supplies except for such materials, equipment, and services as may be stipulated in the Contract Documents to be furnished by the OWNER; furnishing and removing all plant machinery, temporary structures, tools, supplies, transportation, utilities, and all other items, facilities and equipment, and to do everything required by this Agreement and the Contract Documents; accepting all responsibility for and paying for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by OWNER, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of work, except as in the Contract Documents are expressly stipulated to be borne by OWNER.

ARTICLE II ENGINEER

The Project has been designed by the OWNER. The OWNER will assume all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

[ALTERNATE PARAGRAPH]The Project has been designed by **Design Co Name**, a **State** corporation qualified to do business and doing business in the State of Utah, who is hereinafter called “ENGINEER” and who is to act as OWNER’s representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III CONTRACT TIME

- 3.1 The Work shall be complete, in accordance with paragraphs 14.08 and 14.09 of the General Conditions, on or before **date**.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any proof of loss, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR will pay OWNER the amount specified in Article 14.07 of the General Conditions and in Article 18.01 of the Supplementary General Conditions for each day that expires after the time specified in paragraph 3.1 for completion until the Work is substantially complete. And, after Substantial Completion if CONTRACTOR neglects, refuses or fails to complete the remaining Work within forty-five (45) days or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the amount specified in Article 14.07 of the General Conditions and in Article 18.01 of the Supplemental General Conditions for each day that expires after the forty-five (45) days until readiness for final payment.

ARTICLE IV CONTRACT PRICE

All payments to the Contractor shall be made in accordance with the Contract Documents. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in the current funds, those prices stated in the approved Bid Schedule as named in the Notice of Award.

ARTICLE V PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly. All progress payments will be based on the progress of the Work measured by the schedule of values established

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 in the General Conditions.

- 5.2 Final Payment: Upon completion and acceptance of the Work in accordance with Article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Article 14.

ARTICLE VI INTEREST

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of twelve percent (12%) per annum.

ARTICLE VII CONTRACTOR'S REPRESENTATION

To induce OWNER to enter into the Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied all exploration reports and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary General Conditions, as provided in paragraph 4.02 of the General Conditions, and accepts the Technical Data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
- 7.5 CONTRACTOR has correlated the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that are discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE VIII CONTRACT DOCUMENTS

The Contract Documents for the **project**, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement;
- 8.2 Performance and Payment Bonds;
- 8.3 Notice of Award;
- 8.4 Notice to Proceed;
- 8.5 General Conditions;
- 8.6 Supplemental General Conditions;
- 8.7 Notice Inviting Bids;
- 8.8 Instructions to Bidders;
- 8.9 Information Required of Bidder;
- 8.10 Technical Specifications;
- 8.11 Drawings - Sheets number one through #;
- 8.12 Addendum number one through #; and,
- 8.13 CONTRACTOR's Bid, including all schedules and explanatory attachments, attached as Exhibit A.

The CONTRACTOR (1) acknowledges that he has received a copy of each document specified above, (2) acknowledges that he has read and understands each document specified above, and (3) agrees to every term, condition, and contract obligation set forth in each document specified above.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.03 of the General Conditions.

ARTICLE IX
FEDERAL REQUIREMENTS

The CONTRACTOR shall comply with federal regulations as stated in the Supplemental General Conditions, Article 21.

ARTICLE X
MISCELLANEOUS

- 10.1 Terms used in this Agreement that are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are 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 Documents.
- 10.3 In the event any legal action or other proceeding is brought for the enforcement of this Agreement and/or the Contract Documents, or damages, because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions thereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.
- 10.4 Any notice to be given hereunder shall be deemed given when sent by registered or certified mail, postage prepaid, to the parties at their respective addresses stated below or at any other address when notice of such change of address has been given as provided in this Article 10.4.

[SIGNATURE PAGE FOLLOWS]

“OWNER”:

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah 84088

“CONTRACTOR”

Name
Address
City, State Zip

Utah License No. 0000

By: Jacob C. Young
Its: General Manager/CEO

By: Name
Its: Title

EXHIBIT A
CONTRACTOR'S BID

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and as Surety, are held firmly bound unto the Jordan Valley Water Conservancy District hereinafter called "Owner," in the sum of \$_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled "3200 W 6200 S 8 MG Reservoir Asphalt Replacement".

NOW THEREFORE, if Contractor shall perform all the requirements of the Agreement required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of the time granted under the provisions of the Agreement release either the Contractor or Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This Bond is furnished in compliance and in accordance with 14-1-18, Utah Code Ann., as amended, and 63-56-38 Utah Code Ann., as amended.

SIGNED AND SEALED, this _____ day of _____, 20__.

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

(SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and as Surety, are held firmly bound unto the Jordan Valley Water Conservancy District hereinafter called "Owner," in the sum of \$_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled, "3200 W 6200 S 8 MG Reservoir Asphalt Replacement".

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either Contractor or the Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This bond is furnished in compliance and in accordance with 14-1-18 and 19 Utah Code Ann., as amended, and 63-56-38 Utah Code Ann., as amended.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

(SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NOTICE OF AWARD

To:

Re: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

You are hereby notified that the OWNER has accepted your bid for the above referenced project in the amount of \$_____.

Furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from the date of this notice to you. An acknowledged copy of this Notice of Award, together with all future correspondence regarding this project, shall be sent to the District's Project Manager: Jake Slater.

When the Agreement is provided, sign and return it within ten calendar days from receipt of the agreement.

Dated this ____ day of _____, 20__.

Shane Swensen, PE
Chief Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This _____ day of _____, 20__.

Signature: _____

Printed Name: _____

Title: _____

NOTICE TO PROCEED

To:

Re: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

You are hereby notified to commence work in accordance with the Agreement dated _____, and you are to complete the work within ____ calendar days.

An acknowledged copy of this Notice to Proceed should be returned to the Owner, Attention: Jake Slater, Staff Engineer.

Dated this _____ day of _____.

Travis Christensen, P.E.
Engineering Group Leader

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

This _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

JORDAN VALLEY WATER CONSERVANCY DISTRICT

PAYMENT APPLICATION AND CERTIFICATE No. ____ **DATE:** _____

SHEET ____ **OF** _____

PERIOD FROM _____ TO _____, 20__

PROJECT: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

JVWCD PROJECT NO.: 4405

CONTRACTOR: _____

ADDRESS: _____

ENGINEER: _____

-
1. ORIGINAL CONTRACT PRICE:..... \$ _____
 2. NET CHANGE ORDERS APPROVED TO DATE: \$ _____
(Attach Summary Sheet)
 3. REVISED CONTRACT AMOUNT: \$ _____
(Sum of Lines 1 & 2)
 4. TOTAL VALUE OF WORK COMPLETED TO DATE \$ _____
(Attached Payment Breakdown)
 5. PERCENT PROJECT COMPLETE: %
(Divide Line 4 by 3 and multiply by 100)
 6. LESS AMOUNT RETAINED (5%) \$ _____
 7. MATERIALS ON HAND..... \$ _____
(95% of Value, Listing Attached)
 8. SUBTOTAL (Sum of Lines 4, Line 6 and Line 7)..... \$ _____
 9. LESS PREVIOUS PAYMENTS \$ _____
 10. CURRENT PAYMENT DUE: \$ _____
(Line 8 & 9)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

Payment Application and Certificate No _____

SHEET ____ OF ____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of work done under the Contract referred to herein have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through _____ inclusive; and, (2) title to all 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, claims, security interests and encumbrances (except such as covered by bond acceptable to OWNER).

Dated: _____

CONTRACTOR: _____

By: _____

Engineer's Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the amount due this application is recommended.

ENGINEER

Dated _____

Project Representative

Dated _____

Project Manager

JORDAN VALLEY WATER CONSERVANCY DISTRICT

CHANGE ORDER

Change Order No. _____

Date: _____

Page ___ of ___

NAME OF PROJECT: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

PROJECT NUMBER: 4405

CONTRACTOR: _____

CONTRACT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1)
- 2)
- 3)

Total Change to CONTRACT PRICE: \$

Original CONTRACT PRICE: \$

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)..... \$

The new CONTRACT PRICE including this CHANGE ORDER will be \$

The CONTRACT TIME will be increased by _____ calendar days.

The date for Substantial Completion will be _____, 20__.

The Contractor agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the Contractor agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document will become a supplement to the Contract, and all provisions will apply hereto, upon approval by the Owner.

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CHANGE ORDER
(CONTINUED)**

Change Order No. _____

Date: _____

Page ___ of ___

Recommended: _____
Engineer – JWCD Date

Accepted: _____
Contractor - Date

Approved: _____
Owner - Jordan Valley Water Conservancy District Date

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE
OF
SUBSTANTIAL COMPLETION**

OWNER

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah 84088

PROJECT: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

ATTENTION: _____

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official
_____ working in the capacity of _____
_____ and have been properly authorized by
said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been substantially performed and all materials used and installed to date are in accordance with, and in conformity to, the contract drawings and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor for anything done or furnished for or relating to the work, as further provided in Article 14.08B of the General Conditions, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.

The contract work is now substantially complete, ready for its intended use, and ready for your inspection. You are requested to issue a Certificate of Substantial Completion.

SIGNATURE: _____

DATE: _____

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE
OF
FINAL COMPLETION**

OWNER

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah 84088

PROJECT: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

ATTENTION: Project Representative: _____

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official of _____ working in the capacity of _____ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and all materials used and installed to date are in accordance with, and in conformity to, the contract drawings and specifications.

The Contract work is now complete in all parts and requirements, excepting the attached list of minor deficiencies and the reasons for each being incomplete to date, for which exemption from final payment requirements is requested in conformance to Article 14.09A of the General Conditions of our Contract (if no exemptions requested, write "none") _____. The work is now ready for your final inspection. The following items required from the Contractor prior to application for final payment (such as O & M Manuals, guarantees, record drawings, etc.) are submitted herewith, if any:

JORDAN VALLEY WATER CONSERVANCY DISTRICT

I understand that neither the issuance by the Engineer of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar or claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

SIGNATURE: _____

DATE: _____

JORDAN VALLEY WATER CONSERVANCY DISTRICT

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: 3200 W 6200 S 8 MG Reservoir Asphalt Replacement

LOCATION: _____

TYPE OF CONTRACT: _____

AMOUNT OF CONTRACT: _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner (as set forth in said Surety company's bond):

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Name of Authorized Representatives)

(Title)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by the Jordan Valley Water Conservancy District to furnish labor and materials under a contract dated _____ for the project entitled "3200 W 6200 S 8 MG Reservoir Asphalt Replacement", in the County of Salt Lake, State of Utah, of which Jordan Valley Water Conservancy District is the Owner.

NOW, THEREFORE, this _____ day of _____, 20__, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each Exception.)

Contractor (Name of sole ownership,
corporation or partnership)

(affix corporate seal here)

(Signature of Authorized Representative)

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated:

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR for the performance of the WORK pursuant to the Contract Documents. Documents incorporated into the contract by reference become part of the contract and of the Agreement.

Application for Payment - The form furnished by the ENGINEER and completed by the CONTRACTOR to request progress or final payment including supporting documentation to substantiate the amounts for which payment is requested.

Bonds - Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform pursuant to the Contract Documents.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - Information and Instructions, forms (including the Schedule of Prices and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplemental General Conditions, Technical Specifications, Drawings and all Addenda and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive Days stated in the Contract Documents for the completion of the WORK. The Contract Time begins to run on the date specified in the Notice to Proceed.

CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

Cost Proposal - The offer or proposal of the pipeline installation subcontractor to the CONTRACTOR to provide the work required under these Contract Documents.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that: is unsatisfactory, faulty, or deficient; does not conform to the Contract Documents; does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; has been damaged prior to the ENGINEERS's recommendation of final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the WORK.

Effective date of the Agreement - The date indicated in the Agreement on which it was executed, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The person, firm, or corporation named as such in the Contract Documents.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice of Award - The OWNER's written notice to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein by the apparent successful Bidder within the time specified, the OWNER will enter into the Agreement.

Notice to Proceed - The OWNER's written notice to the CONTRACTOR authorizing the CONTRACTOR to proceed with the work and establishing the date of commencement of the Contract Time.

OWNER - The Jordan Valley Water Conservancy District.

Partial Utilization - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

Project - A unit of total construction of which the WORK to be provided under the Contract Documents, may be the whole, or a part thereof.

Project Representative - The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

Proposer - Any person, firm or corporation submitting a proposal for the work.

Schedule of Prices - The offer or proposal of the CONTRACTOR setting forth the price or prices for the work to be performed.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, standard schedules, performance charts, instruction, and diagrams to illustrate material or equipment for some portion of the WORK.

Specifications - (Same definition as for Technical Specifications hereinafter).

Subcontractor - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Substantial Completion - That state of construction when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

Supplementary General Conditions - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Data - The factual information contained in reports describing physical conditions, including exploration method, plans, logs, laboratory test methods and factual data. Technical Data does not include conclusions, interpretations, interpolations, extrapolations or opinions contained in reports or reached by the CONTRACTOR.

Technical Specifications - Those portions of the Contact Documents consisting of the written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and any encasements containing such facilities which have been installed under ground to furnish any of the following services or

materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK - The entire construction required to be furnished under the Contract Documents. WORK is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

GENERAL CONDITIONS

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS/INSURANCE CERTIFICATES

- A. The CONTRACTOR shall deliver to the OWNER the Agreement, Bonds, Insurance Policies and Certificates required by the Contract Documents within ten (10) days after receiving the Notice of Award from the OWNER.

2.02 COPIES OF DOCUMENTS

- A. The OWNER shall furnish the CONTRACTOR 5 copies of the Contract Documents, together with 5 sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost.

2.03 STARTING THE PROJECT

- A. The CONTRACTOR shall begin construction of the WORK within 10 days after the commencement date stated in the Notice to Proceed, but shall not commence construction prior to the commencement date.

2.04 BEFORE STARTING CONSTRUCTION

- A. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents to check and verify pertinent figures and dimensions shown thereon with all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any work affected thereby.
- B. The CONTRACTOR shall submit to the ENGINEER for review those documents called for in each section of the Technical Specifications.

2.05 PRECONSTRUCTION CONFERENCE

- A. The CONTRACTOR shall attend a preconstruction conference with the OWNER, the ENGINEER and others as appropriate to discuss the construction of the WORK in accordance with the Contract Documents.

GENERAL CONDITIONS

2.06 FINALIZING SCHEDULES

- A. At least 7 days before the CONTRACTOR's submittal of its first Application for Payment, the CONTRACTOR, the ENGINEER, and others as appropriate will meet to finalize the schedules submitted in accordance with the Technical Specifications.

GENERAL CONDITIONS

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT

- A. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK. The Contract Documents are complementary, what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. All work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the completed work shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes or any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, the CONTRACTOR shall immediately report it to the ENGINEER in writing and before proceeding with the work affected thereby. The ENGINEER shall then make a written interpretation, clarification, or correction from the ENGINEER.

GENERAL CONDITIONS

3.02 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders
 - 2. Agreement
 - 3. Addenda
 - 4. Contractor's Bid (Bid Form)
 - 5. Supplemental General Conditions
 - 6. Notice Inviting Bids
 - 7. Instructions to Bidders
 - 8. General Conditions
 - 9. Technical Specifications
 - 10. Referenced Standard Specifications
 - 11. Drawings

- B. With reference to the Drawings the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions
 - 2. Detail drawings govern over general drawings
 - 3. Addenda/change order drawings govern over general drawings
 - 4. Contract Drawings govern over standard drawings

3.03 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- A. The Contract Documents may be amended by a Change Order (pursuant to Article 10) to provide for additions, deletions or revisions in the WORK or to modify terms and conditions.

GENERAL CONDITIONS

3.04 REUSE OF DOCUMENTS

- A. Neither the CONTRACTOR, Subcontractor, Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent.

GENERAL CONDITIONS

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS: REFERENCE POINTS

4.01 AVAILABILITY OF LANDS

- A. The OWNER shall furnish the lands, rights-of-way and easements upon which the WORK is to be performed and for access thereto, together with other lands designated for the use of the CONTRACTOR in the Contract Documents. Easements for permanent structures or permanent changes in existing major facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of the easement furnished to the ENGINEER prior to its use. Neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any properties.

4.02 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

- A. Explorations and Reports: The paragraph entitled "Physical Conditions" of the Supplementary General Conditions identifies exploration reports and subsurface conditions tests at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the Technical Data contained in these reports. The CONTRACTOR is responsible for the interpretation, extrapolation or interpolation of all technical as well as nontechnical data and its reliance on the completeness, opinions and interpretation of the reports.
- B. Existing Structures: The paragraph entitled "Physical Conditions" of the Supplementary General Conditions identifies the drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.04 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR is responsible for the interpretation, extrapolation or interpolation of all technical as well as nontechnical data and its reliance on the completeness, opinions and interpretation of the reports.

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4.03 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall notify the ENGINEER upon encountering any of the following unforeseen conditions, hereinafter called "differing site conditions," during the prosecution of the WORK. The CONTRACTOR's notice to the ENGINEER shall be in writing and delivered before the differing site conditions are disturbed, but in no event later than 14 days after their discovery.
1. Subsurface or latent physical conditions at the site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Paragraph 4.02; and
 2. Physical conditions at the site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Paragraph 4.02.
- B. The ENGINEER will review the alleged differing site conditions, determine the necessity of obtaining additional explorations or tests with respect to verifying their existence and extent and advise the OWNER in writing of the ENGINEER's findings and conclusions.
- C. If the OWNER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the differing site conditions.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to the differing site conditions. If the OWNER and the CONTRACTOR are unable to agree as to the amount or length of the Change Order, a claim may be made as provided in Articles 11 and 12.
- E. The CONTRACTOR's failure to give written notice of differing site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

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4.04 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the Section entitled "Protection and Restoration of Existing Facilities" of the Technical Specifications, the OWNER and the ENGINEER shall not be responsible for the accuracy or completeness of any Underground Utilities information or data. The CONTRACTOR's responsibility relating to underground utilities are: review and check all information and data, locate all Underground Utilities shown or indicated in the Contract Documents, coordinate the WORK with the owners of Underground Utilities during construction, the safeguard and protect the of Underground Utilities, and repair any damage to Underground Utilities resulting from the WORK. The cost of all these activities will be considered as having been included in the Contact Price.
- B. Not Shown or Indicated: If an Underground Utility not shown or indicated in the Contract Documents is uncovered or revealed at or contiguous to the site and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall give written notice to the OWNER of that utility and the ENGINEER, specifying the location of the utility in question.

4.05 REFERENCE POINTS

- A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the ENGINEER for alignment control. Unless otherwise specified in the Technical Specifications, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks. In case of their removal or destruction by its own employees or by its subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of reference points by professionally qualified personnel at no additional cost to the OWNER.

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ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. All insurance companies, sureties, and bond companies shall have an AM Best rating of A- or better, with a Financial Size Category of XII or better. Sureties shall also be listed on the Department of the Treasury's Circular 570, with an acceptable underwriting limitation limit. The Performance Bond shall remain in effect at least until one year after the date of Notice of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. After the ENGINEER issues the Notice of Completion, the amount of the Performance Bond may be reduced to 10 percent of the Contract Price, or \$1,000, whichever is greater. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.

- B. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days after written approval by the OWNER of a substitute Bond and Surety substitute the approved Bond and Surety.

5.02 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. All insurance companies, sureties, and bond companies shall have an AM Best rating of A- or better, with a Financial Size Category of XII or better. Sureties shall also be listed on the Department of the Treasury's Circular 570, with an acceptable underwriting limitation limit. This insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever is greater. The CONTRACTOR's liabilities under the Agreement shall not be deemed limited in any way to the insurance coverage required.

- B. The CONTRACTOR shall furnish the OWNER and ENGINEER with certificates indicating the type, amount, class of operations covered, effective dates and expiration dates of all policies. All insurance policies purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written

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notice has been given to the OWNER by certified mail. All insurance shall remain in effect until the ENGINEER issues the Notice of Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing defective work in accordance with Paragraph 13.06 or completing punch list items required by the Notice of Completion. In addition, the insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the OWNER, the ENGINEER, and their officers, agents, and employees as "additional insured" under the policies.

1. Workers' Compensation and Employer's Liability: This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in the WORK unless its employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In the event a class of employees is not protected under the Workers' Compensation Statute, the CONTRACTOR or Subcontractor, as the case may be, shall provide adequate employer's liability insurance for the protection of its employees not protected under the statute.
2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees and damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees or subcontractors. The policy shall include the following endorsements: (1) Protective Liability endorsement to insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions in these General Conditions; (2) Broad Form Property Damage endorsement; (3) Personal Injury endorsement to cover personal injury liability for intangible harm. The Comprehensive General Liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground structures.
3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form. The policy shall protect the CONTRACTOR against all claims for injuries to employees, members of the public and

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damage to property of others arising from the use of CONTRACTOR's motor vehicles, whether they are owned, non-owned, or hired, and whether used or operated on or off the site. The motor vehicle insurance required under this paragraph shall include: (a) motor vehicle liability coverage; (b) personal injury protection coverage and benefits; and (c) uninsured motor vehicle coverage.

4. Subcontractor's Insurance: The CONTRACTOR shall require each of its subcontractors to procure and to maintain Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk: This insurance shall be of the "all risk" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER against damage to buildings, structures, materials and equipment. The amount of this insurance shall not be less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR, the OWNER, and the ENGINEER as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

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ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting the attention and applying the skills and expertise necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall employ the Superintendent named in "Information Required of Bidder" on the work site at all times during the progress of the WORK. The superintendent shall not be replaced without the OWNER's written consent. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until the superintendent is again present at the site.

6.02 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide skilled, competent and suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. When required in writing by the OWNER or ENGINEER, the CONTRACTOR or any subcontractor shall discharge any person who is, in the opinion of the OWNER or ENGINEER, incompetent, disorderly, or otherwise unsatisfactory and shall not again employ the discharged person on the WORK without the consent of the OWNER or ENGINEER. The CONTRACTOR shall at all times maintain good discipline and order at the site.
- B. Except in connection with the safety or protection of persons the WORK, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice

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to the ENGINEER. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work, but only to the extent that the CONTRACTOR pays overtime wages on a regular basis being paid by for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work approved solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the costs of all inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish, erect, maintain and remove the construction plant, and temporary works and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the WORK.
- E. All materials and equipment incorporated into the WORK shall be of new and good quality, except as otherwise provided in the Contract Documents. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. The CONTRACTOR shall apply, install, connect, erect, use, clean, and condition all material and equipment in accordance with the instructions of the manufacturer and Supplier except as otherwise provided in the Contract Documents.

6.03 ADJUSTING PROGRESS SCHEDULE

- A. The CONTRACTOR shall submit any adjustments in the progress schedule to the ENGINEER for acceptance in accordance with the provisions for "Contractor Submittals" in the Technical Specifications.

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6.04 SUBSTITUTES OR "OR-EQUAL" ITEMS

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below:
1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.04.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is a least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Document.
 2. Substitute Items
 - a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.04.A.1, it will be considered a proposed substitute item.
 - b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or

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equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

- c. The procedure for review by ENGINEER will be as set forth in paragraph 6.04.A.2.d, as supplemented in the Technical Specifications and as ENGINEER may decide is appropriate under the circumstances.
 - d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item, and whether or not incorporation or use of the substitute item is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in

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ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.04.A.2.

- C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.04.A and 6.04.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.
- D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
- E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.04.A.2 and 6.04.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluation each such proposed substitute.
- F. CONTRACTOR's EXPENSE: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.05 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its subcontractors and their employees to the same extent as the CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the Agreement.

6.06 PERMITS

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- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including furnishing the insurance and bonds required by such agencies. The costs incurred by the CONTRACTOR in compliance with this paragraph shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids, including all utility connection charges for utilities required by the WORK.

- B. The CONTRACTOR shall pay all license fees and royalties and assume all costs when any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others when issued in the construction of the WORK or incorporated into the WORK. If a particular invention, design, process, product, or device is specified in the Contract Documents for incorporation into or use in the construction of the WORK and if to the actual knowledge of the OWNER or the 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 these rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of 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.

6.07 LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any law, ordinance, code, order, or regulations, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER, the ENGINEER and their officers, agents, and employees against all claims and from violation of any law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees or subcontractors. Any particular law or regulation specified or

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referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. Where an individual State act on occupational safety and health standards has been approved by Federal authority, then the provision of said State act shall control.

6.08 EQUAL OPPORTUNITY

- A. The Contractor agrees to abide by: the provisions of Title VII of the Civil Rights Act of 1964 (42USC § § 2000e et seq.), which prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, or national origin; Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; Section 504 of the Rehabilitation Act of 1973, (42 USC § 794), which prohibits discrimination on the basis of handicap; Utah Executive Order dated June 30, 1989, which prohibits sexual harassment in the workplace; and the Americans with Disabilities Act (42 USC § § 12111 et seq.), which prohibits discrimination against qualified employees and applicants with a disability.

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6.09 TAXES

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

6.10 USE OF PREMISES

- A. The CONTRACTOR shall confine construction equipment, stored materials and equipment, and other operations of workers to (1) the Project site, (2) the land and areas identified for the CONTRACTOR's use in the Contract Documents, and (3) other lands whose use is acquired by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall be fully responsible to the owner and occupant of such lands for any damage to the lands or areas contiguous thereto, resulting from the performance of the WORK or otherwise. Should any claim be made against the OWNER or the ENGINEER by owner or occupant of lands because of the performance of the WORK, the CONTRACTOR shall promptly settle the claim by agreement, or resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any owner or occupant of land against the OWNER or the ENGINEER to the extent the claim is based or arises out of the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The 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 employees on the WORK and other persons and organizations who may be affected thereby.
 - 2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Unless the CONTRACTOR otherwise designates in writing a different individual as the responsible individual, the CONTRACTOR's superintendent shall be CONTRACTOR's representative at the site whose duty shall be the prevention of accidents.

6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with the applicable procedures specified in the Technical Specifications, the CONTRACTOR shall submit all shop drawings to the ENGINEER for review and approval in accordance with the approved schedule for shop drawings submittals specified in the Technical Specifications.
- B. The CONTRACTOR shall also submit to the ENGINEER for review and approval all samples in accordance with the approved schedule of sample submittals specified in the Technical Specifications.
- C. Before submitting shop drawings or samples, the CONTRACTOR shall determine and verify all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and review or coordinate each shop drawing or sample with other shop drawings and samples and with the requirements of the WORK and the Contract Documents.

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6.13 CONTINUING THE WORK

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any dispute or disagreement, except as the CONTRACTOR and the OWNER may otherwise mutually agree in writing.

6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Agreement or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
 - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR or its agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR or its agents;
 - 2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR or its agents;
 - 3. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its agents, or the OWNER in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
 - 4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR or its agents;
 - 5. Liabilities or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR or its agents; and,

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6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
 - B. The CONTRACTOR shall reimburse the OWNER, and the ENGINEER for all costs and expense, (including but not limited to fees and charges of engineers, architects, attorneys, and other professional and court costs) incurred by the OWNER, and the ENGINEER in enforcing the provisions of this Paragraph.
 - C. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS

- A. The CONTRACTOR shall complete a daily report indicating manpower, major equipment, subcontractors, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms prepared by the CONTRACTOR and acceptable to the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

6.16 ASSIGNMENT OF CONTRACT

- A. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Agreement or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the Agreement may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

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ARTICLE 7 - OTHER WORK

7.01 RELATED WORK

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts for the performance of the other work which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to commencing any other work.
- B. The CONTRACTOR shall afford each utility owner and other contractor who is a party to a direct contract (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of the other work. The CONTRACTOR shall properly connect and coordinate the WORK with the other work. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with the other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and shall only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the integration of work with the completion of other work by any other contractor or utility owner (or the OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing all delays, defects, or deficiencies in the other work that renders it unavailable or unsuitable for proper integration with the CONTRACTOR's work. Except for the results or effects of latent or nonapparent defects and deficiencies in the other work, the CONTRACTOR's failure to report will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work and as a waiver of any claim for additional time or compensation associated with the integration of the CONTRACTOR's work with the other work.

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7.02 COORDINATION

- A. If the OWNER contracts with others for the performance of other work on the Project at the site, a coordinator will be identified to the extent that the coordinator can be identified at this time, in the Supplementary General Conditions and delegated the authority and responsibility for coordination of the activities among the various contractors. The specific matters over which the coordinator has authority and the extent of the coordinator's authority and responsibility will be itemized in the Supplementary General Conditions or in a notice to the CONTRACTOR at such time as the identity of the coordinator is determined.

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ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS

- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.

8.02 PAYMENTS

- A. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.05 and 14.09.

8.03 LANDS, EASEMENTS, AND SURVEYS

- A. The OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. The OWNER shall identify and make available to the CONTRACTOR copies of exploration reports and subsurface conditions tests at the site and in existing structures which have been utilized by the ENGINEER in preparing the Drawings and Technical Specifications as set forth in Paragraph 4.02

8.04 CHANGE ORDERS

- A. The OWNER shall execute approved Change Orders for the conditions described in Paragraph 10.01D.

8.05 INSPECTIONS AND TESTS

- A. The OWNER's responsibility with respect to inspection, tests, and approvals is set forth in Paragraph 13.03B.

8.06 SUSPENSION OF WORK

- A. In connection with the OWNER's right to stop work or suspend work, see Paragraphs 13.04 and 15.01. Paragraphs 15.02 and 15.03 deal with the OWNER's right to terminate services of the CONTRACTOR under certain circumstances.

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ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE

- A. The ENGINEER will be the OWNER's representative during the construction period. The duties, responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in a separate agreement with the OWNER and are summarized hereafter.

9.02 VISITS TO SITE

- A. The ENGINEER will make visits to the site during construction to observe and inspect the progress and quality of the WORK and to determine, in general if the WORK is proceeding in accordance with the Contract Documents.

9.03 PROJECT REPRESENTATION

- A. The ENGINEER will furnish a Project Representative to observe and inspect the performance of the WORK. The Project Representative and/or other authorized agents of the Engineer shall serve as the chief Owner/Engineer contact(s) with the Contractor during the construction phase. All submittals shall be delivered to and communications between the Engineer and the Contractor shall be handled by the Project Representative and/or other authorized agents. The Project Representative shall be the chief authorized representative of the Owner and the Engineer at the site of the work in all on-site relations with the Contractor.

9.04 CLARIFICATIONS AND INTERPRETATIONS

- A. The ENGINEER will issue with reasonable promptness written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.05 AUTHORIZED VARIATIONS IN WORK

- A. The ENGINEER may authorize minor variation in the WORK as described in the Contract Documents when such variations do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These variations shall be accomplished by issuing a Field Order. The issuance of a Field Order requires the CONTRACTOR to perform the work described in the order promptly. If the

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CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and parties are unable to agree as the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.06 REJECTION OF DEFECTIVE WORK

- A. The ENGINEER is authorized to reject work which the ENGINEER believes to be defective and require special inspection or testing of the WORK as provided in Paragraph 13.03G, whether or not the WORK is fabricated, installed, or completed.

9.07 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. The ENGINEER will review for approval all Contractor submittals, including shop drawings, samples, substitutes, and "or equal" items, etc., in accordance with the procedures set forth in the Technical Specifications.
- B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER's responsibilities with respect to Applications for Payment, see Article 14.

9.08 DECISIONS ON DISPUTES

- A. All claims, disputes, and other matters concerning the acceptability of the WORK, the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK, and claims for changes in the Contract Price or Contract Time under Articles 11 and 12 will be referred to the ENGINEER in writing with a request for formal decision in accordance with this paragraph. The ENGINEER will render a decision in writing within 30 days of receipt of the request. Written notice of each claim, dispute, or other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event. Written supporting data will be submitted to the ENGINEER with the written claim unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.
- B. When reviewing the claim or dispute, the ENGINEER will not show partiality to the OWNER or the CONTRACTOR and will incur no liability in connection with any interpretation or decision rendered in good faith. The ENGINEER's rendering of a decision with respect to any claim, dispute, or other matter (except any which have been waived by the making or acceptance of final

GENERAL CONDITIONS

payment as provided in Paragraph 14.12) shall be a condition precedent to the OWNER's or the CONTRACTOR's exercise of their rights or remedies under the Contract Documents or by Law or Regulations with respect to the claim, dispute, or other matter.

9.09 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act pursuant to its agreement with the OWNER, nor the description of that authority under this Article 9, nor any other description of the ENGINEER's responsibility in the Contract Documents, nor any decision made by the ENGINEER in good faith either to exercise or not exercise its authority, shall give rise to any duty or responsibility on the part of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety or any other person or organization performing any part of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgement of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the 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 its agreement with the OWNER.
- C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction not specified in the Contract Documents or the safety precautions and programs incident thereto.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any subcontractor, supplier, or any other person or organization performing any of the WORK to the extent that such acts or omissions are not reasonably discoverable considering the level of observation and inspection required by the ENGINEER's agreement with the OWNER.

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ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER. Upon receipt of any of these documents, the CONTRACTOR shall promptly proceed with the work involved pursuant to the applicable conditions of the Contract Documents.
- B. If the OWNER and the CONTRACTOR are unable to agree upon the increase or decrease in the Contract Price or an extension or shortening of the Contract Time, if any, that should be allowed as a result of a Field Order, a claim may be made therefor as provided in Articles 11 or 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work provided in the Paragraph 13.03G.
- D. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. Changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.01A;
 - 2. Changes required because of acceptance of defective work under Paragraph 13.06;
 - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties; or
 - 4. Any other changes agreed to by the parties.
- E. If the provisions of any Bond require notice of any change to be given to a surety, the giving of these notices will be the CONTRACTOR's responsibility. The CONTRACTOR shall provide for the amount of each applicable Bond to be adjusted accordingly.

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10.02 ALLOWABLE QUANTITY VARIATIONS

- A. Whenever a unit price and quantity have been established for a bid item in the Contract Documents, the quantity stated may be increased or decreased to a maximum of 25 percent with no change in the unit price. An adjustment in the quantity in excess of 25 percent will be sufficient to justify a change in the unit price. Changes in the quantity of all bid items established in the Contract Documents, regardless of whether the changes are more or less than 25 percent and at the unit price established in the Contract Documents or adjusted otherwise, shall be documented by Change Orders.

- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover the eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, the price shall be determined in accordance with the provisions of Article 11.

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ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. Except as directed by Change Orders, all duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered with the claim, unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of the event. If the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved, all claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.08A. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.
- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.
 - 3. On the basis of the cost of work (determined as provided in Paragraphs 11.02 and 11.03) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.04).

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11.02 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project.
- B. Labor: The cost of labor used in performing work by the CONTRACTOR, a subcontractor, or other forces will be the sum of the following:
1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the rates paid to foremen when determined by the ENGINEER that the services of foremen do not constitute a part of the overhead allowance.
 2. All payments imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the extra work and as later requested by the ENGINEER, the CONTRACTOR shall furnish the ENGINEER proof of labor compensation rates being paid.

- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether CONTRACTOR or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchase shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Markup except for actual costs incurred in the handling of such materials will not be allowed.

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3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from these sources on extra work items or current wholesale price for the materials delivered to the work site, whichever is lower.
 4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of the material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.
- D. Equipment: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for the equipment specified in the Supplementary General Conditions. The rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the Supplementary General Conditions an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishing the rental rate.
1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
 3. Unless otherwise specified, manufacturers' ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

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5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work: The rental time to be paid for equipment used on the WORK shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location that requires no more moving time than that required to return it to its original location. Moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. However, no payment will be made for loading and transporting costs when the equipment is used on other than the extra work even though located at the site of the extra work. The following shall be used in computing the rental time of equipment on the WORK.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraph (3), (4), and (5), following.
 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.02D, herein.
 4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the WORK, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.02B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all payments made to on behalf of workers other than actual wages.

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5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.04, herein.

11.03 SPECIAL SERVICES

- A. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the ENGINEER in making estimates for payment for special services:
 1. When the ENGINEER and the CONTRACTOR, by agreement, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and termination of market values by the ENGINEER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental cost.
 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may by agreement, be accepted as a special service and accordingly, the invoices from the work may be accepted without detailed itemization.
 3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.04, herein, an allowance of 5 percent will be added to invoices for special services.
- B. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference hereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

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11.04 CONTRACTOR'S FEE

A. WORK ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the WORK the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.02B, C, and D, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST OVERHEAD AND PROFIT ALLOWANCE

Labor	10 percent
Materials	10 percent
Equipment	10 percent

B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the CONTRACTOR may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction.

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ARTICLE 12 - CHANGE OF CONTRACT TIME

12.01 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract time shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.08 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.01A.

- B. The Contract Time will be extended in an amount equal to time lost if the CONTRACTOR makes a claim as provided in Paragraph 12.01A and the ENGINEER determines that the delay was caused by events beyond the control of the CONTRACTOR. Examples of events beyond the control of the CONTRACTOR include acts or neglect by the OWNER or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.

- C. All time limits stated in the Contract Documents are of the essence.

- D. None of the aforesaid time extensions shall entitle the CONTRACTOR to any adjustment in the Contract Price or any damages for delay. Furthermore, the CONTRACTOR hereby indemnifies and holds harmless the OWNER and ENGINEER, their officers, agents and employees from and against all claims, damages, losses and expenses (including lost property and attorney's fees) arising out of or resulting from the temporary suspension of work whether for the OWNER's convenience as defined in Article 15.01 (a) or for whatever other reasons including the stoppage of work by the ENGINEER for the CONTRACTOR's failure to comply with any order issued by the ENGINEER.

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12.02 EXTENSIONS OF THE TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. "Inclement weather" is any weather condition or conditions resulting immediately therefrom, causing the CONTRACTOR to suspend construction operations or preventing the CONTRACTOR from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or its effects on the condition of the WORK prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during the day and the major portion of the day could be considered to be suitable for construction operations.
- C. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of inclement weather specified in the paragraph entitled "Inclement weather delays" of the Supplementary General Conditions. No extension of the Contract Time due to inclement weather will be considered until after the stated number of days of inclement weather has been reached. However, no reduction in Contract Time will be made if the number of inclement weather days is not reached.

12.03 EXTENSIONS OF TIME FOR OTHER DELAYS

- A. If the CONTRACTOR is delayed in completion of the WORK beyond the time named in the Contract Documents for the completion of the WORK, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, industry-wide shortage of raw materials, sabotage or freight embargoes, the CONTRACTOR shall be entitled to an adjustment in the Contract Time. No such adjustment will be made unless the CONTRACTOR shall notify the ENGINEER in writing of the causes of delay within 15 calendar days from the beginning of any such delay. The ENGINEER shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance with the Contract, accidents, failure on the part of the CONTRACTOR to carry out the provisions of the Contract including failure to provide materials, equipment or workmanship meeting the requirements of the Contract Documents; the occurrence of such events shall not relieve the CONTRACTOR from the necessity of maintaining the required progress.
- B. In the event that Contract completion is delayed beyond the Contract Time named in the Specifications by reason of shortages of raw materials required for CONTRACTOR-furnished items, the CONTRACTOR shall be entitled to

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an adjustment in the Contract Time in like manner as if the WORK had been suspended for the convenience and benefit of the OWNER; provided, however, that the CONTRACTOR shall furnish documentation acceptable to the OWNER and ENGINEER that he placed or attempted to place firm orders with suppliers at a reasonable time in advance of the required date of delivery of the items in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, that said shortages are shortages of raw materials required to manufacture CONTRACTOR-furnished items and not simply failure of CONTRACTOR's suppliers to manufacture, assemble or ship items on time, and that the CONTRACTOR shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The CONTRACTOR shall notify the ENGINEER, in writing, concerning the cause of delay, within 15 calendar days of the beginning of such delay. The validity of any claim by the CONTRACTOR to an adjustment in the Contract Time shall be determined by the OWNER acting through the ENGINEER, and his findings thereon shall be based on the ENGINEER's knowledge and observations of the events involved and documentation submitted by the CONTRACTOR, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of raw materials will be considered under these provisions as a cause for adjustment of time and no consideration will be given to any claim that items could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the OWNER that such items could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- C. If the CONTRACTOR is delayed in completion of the WORK by reason of changes made under the provisions of Article 10 or changed conditions as provided under Article 4.03, or by failure of the OWNER to acquire or clear right-of-way as provided under Article 15.01, or by any act of the ENGINEER or of the OWNER, not contemplated by the Contract, an adjustment in the Contract time will be made by the OWNER in like manner as if the WORK had been suspended for the convenience and benefit of the OWNER, except, that if the WORK is increased as a result of changes, the OWNER, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the CONTRACTOR shall notify the ENGINEER in writing of the causes of delay within 15 calendar days from the beginning of any such delay.

GENERAL CONDITIONS

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY, GUARANTEE AND MAINTENANCE PERIOD

- A. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work, equipment, materials and workmanship are in accordance with the Contract Documents and are not defective. Prompt notice of defects discovered by the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

- B. If within one (1) year after the date of Final Completion, as set by the Engineer's Notice of Completion, or a longer period of time prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provisions of the Contract Documents, any work is found to be defective, the OWNER shall notify the CONTRACTOR in writing and the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with the OWNER's written notification, either correct the defective work, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work. In the event the CONTRACTOR does not promptly comply with the notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective work corrected or rejected work removed and replaced. All direct, indirect, and consequential costs of the removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the CONTRACTOR. This paragraph shall not be construed to limit nor diminish the CONTRACTOR's absolute guarantee to complete the WORK in accordance with the Contract Documents.

13.02 ACCESS TO WORK

- A. The ENGINEER, other representatives of the OWNER, testing agencies, and governmental agencies with jurisdictional interests shall have access to the work at reasonable times for their observation, inspections, and testing. The CONTRACTOR shall provide proper and safe conditions for their access.

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13.03 TESTS AND INSPECTIONS

- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals.
- B. If Laws or Regulations of any public body other than the OWNER, with jurisdiction over the WORK require any work to be specifically inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or-equal to be incorporated in the WORK and of materials or equipment submitted for review prior to the CONTRACTOR's purchase for incorporation in the WORK. The cost of all inspections, tests, and approvals with the exception of the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
- C. The ENGINEER will make, or have made, such inspections and test as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. The Contractor without additional cost to the OWNER, shall provide the labor and equipment necessary to make the WORK available for inspections. Unless otherwise specified in the Supplementary General Conditions or the OWNER-ENGINEER Agreement, all other costs of inspection and testing will be borne by the OWNER. In the event the inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent re-inspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by properly licensed organizations selected by the OWNER.

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- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without the ENGINEER's written authorization, it must, if requested by the ENGINEER, be uncovered for testing, inspection, and observation. The uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR timely notified the ENGINEER of the CONTRACTOR's intention to cover the same and the ENGINEER failed to act with reasonable promptness in response to the notice.
- F. In any work is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and replaced at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered work be observed, inspected or tested by the ENGINEER or others, the ENGINEER shall direct the CONTRACTOR to uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the work in question. The CONTRACTOR shall comply with the ENGINEER's direction and furnish all necessary labor, material, and equipment. If found the work is defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction of the work, including but not limited to fees and charges for engineers, architects, attorneys, and other professionals. However, if the work is not defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both. The increase in Contract Time and Contract Price shall be the CONTRACTOR's actual time and costs directly attributable to uncovering and exposing the work. If the parties are unable to agree as to the amount or extent of the changes, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.04 OWNER MAY STOP THE WORK

- A. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for the order has been eliminated. This right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.05 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. When directed by the ENGINEER, the CONTRACTOR shall promptly correct all defective work, whether or not fabricated, installed, or completed, or, if the

GENERAL CONDITIONS

work has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs of correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.06 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the work, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept the defective work. If any acceptance of defective work occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

GENERAL CONDITIONS

ARTICLE 14 - PAYMENTS TO CONTRACTOR, LIQUIDATED DAMAGES AND COMPLETION

14.01 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

- A. The schedule of values or lump sum price breakdown established as provided in the Technical Specifications shall serve as the basis for progress payments and will be incorporated into the form of Application for Payment included in the Contract Documents.

14.02 UNIT PRICE BID SCHEDULE

- A. Progress payments for unit price work will be based on the number of units completed.

14.03 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by the Owner, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review and approval, an Application for Payment completed and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Value of Materials at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions of payment for Materials Stored at the Site but not yet incorporated in the WORK.
- C. The Net Payment Due to the CONTRACTOR shall be the above-mentioned sub-total, from which shall be deducted the retainage amount and the total amount of all previous payments made to the CONTRACTOR.
- D. The OWNER may withhold and retain 5% of each approved progress payment to the CONTRACTOR. The total retention proceeds withheld shall not exceed 5% of the total construction price. All retention proceeds shall be placed by the OWNER in an interest-bearing account. The interest accrued shall be for the benefit of the CONTRACTOR and its subcontractors, and it shall be paid after the WORK has been completed and accepted by the OWNER. CONTRACTOR shall ensure that any interest accrued on the

GENERAL CONDITIONS

retainage is distributed by the CONTRACTOR to its subcontractors on a pro rata basis.

- E. Any retention proceeds withheld, and any accrued interest, shall be released by the OWNER pursuant to an Application for Payment from the CONTRACTOR within 45 days from the later of:
1. the date the OWNER receives the final Application for Payment from the CONTRACTOR;
 2. the date that a certificate of occupancy or final acceptance notice is issued to:
 - (a) the Contractor who obtained the building permit from the building inspector or from a public agency;
 - (b) the OWNER; or
 - (c) the ENGINEER.
 3. the date the CONTRACTOR accepts final payment for the Work; or
 4. the date that a public agency or building inspector having authority to issue its own certificate of occupancy does not issue the certificate but permits partial or complete occupancy of a newly constructed or remodeled building; provided, however, that if only partial occupancy of a building is permitted, any retention proceeds withheld and retained, and any accrued interest, shall be partially released in direct proportion to the value of the part of the building occupied.

Each Application for Payment from the CONTRACTOR shall include documentation of lien releases or waivers.

- F. Notwithstanding any other provision in this Article to the contrary,
1. If the CONTRACTOR is in default or breach of the terms and conditions of the Contract Documents, the OWNER may withhold from payment to the CONTRACTOR for so long as reasonably necessary an amount necessary to cure the breach or default of the CONTRACTOR; or
 2. If the WORK or a portion of the WORK has been substantially completed, the OWNER may retain until completion up to twice the

GENERAL CONDITIONS

fair market value of the WORK of the CONTRACTOR that has not been completed:

- (a) in accordance with the Contract Documents; or
 - (b) in the absence of applicable provisions in the Contract Documents to generally accepted craft standards.
3. If the OWNER refuses payment under subparagraphs (F)(i) or (ii), it shall describe in writing within 45 days of withholding such amounts what portion of the WORK was not completed according to the standards specified in the Contract Documents.
- G. The CONTRACTOR shall distribute retention proceeds as outlined below:
1. Except as provided in Paragraph 14.03.G.2, below, if the CONTRACTOR receives retention proceeds, it shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within ten days from the day that all or any portion of the retention proceeds is received from the OWNER.
 2. Notwithstanding Paragraph 14.03.G.1, above, if a retention payment received by the CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor.
- H. Except as otherwise provided in the Supplementary General Conditions, the value of materials stored at the site shall be valued at 95 percent of the value of the materials. This amount shall be based upon the value of all acceptable materials and equipment stored at the site or at another location agreed to in writing by the OWNER; provided, each individual item has a value of more than \$5,000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.

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14.04 CONTRACTOR'S WARRANTY OF TITLE

- A. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of final payment free and clear of all liens.

14.05 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.05B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER to compensate for claims made by the OWNER on account of the CONTRACTOR's performance of the WORK or other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

14.06 PARTIAL UTILIZATION

- A. The OWNER may utilize or place into service any item of equipment or other usable portion of the WORK at any time prior to completion of the WORK. The OWNER shall notify the CONTRACTOR in writing of its intent to exercise this right. The notice will identify the equipment or specific portion or portions of the WORK to be utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the WORK to be partially utilized shall be borne by the CONTRACTOR. Upon the issuance of a notice of partial utilization, the ENGINEER will deliver to the OWNER and the CONTRACTOR a written recommendation as to division of responsibilities between the OWNER and the CONTRACTOR with respect to security, operation, safety, maintenance,

GENERAL CONDITIONS

heat, utilities and insurance. Upon the OWNER's acceptance of these recommendations, the ENGINEER's aforesaid recommendation will be binding on the OWNER and the CONTRACTOR until final payment.

- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Final Completion for the WORK.

14.07 LIQUIDATED DAMAGES

- A. The CONTRACTOR shall pay to the OWNER the amount specified in the Supplemental General Conditions, not as a penalty but as liquidated damages, if he fails to complete the WORK or specified parts of the WORK within the time or times agreed upon. The periods for which these damages shall be paid shall be the number of Days from the agreed date or Contract Time as contained in the Agreement, or from the date of termination of any extension of time approved by the OWNER, to the date or dates on which the ENGINEER certifies Substantial Completion of WORK or specified parts of the WORK as provided in Article 14.08, herein. The OWNER may deduct the amount of said damages from any monies due or to become due the CONTRACTOR. After Substantial Completion, if the CONTRACTOR fails to complete the remaining WORK within 45 days or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the amount stated in the Supplemental General Conditions as liquidated damages for each day that expires after the 45 days until readiness for final payment.
- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would sustain; and said amount is agreed to be the amount of damages which the OWNER would sustain. Said damages are not in lieu of but in addition to other actual or consequential damages to which the OWNER may be entitled.
- C. All times specified in the Contract Documents are hereby declared to be of the essence.

14.08 SUBSTANTIAL COMPLETION

- A. When the CONTRACTOR considers the WORK ready for its intended use, and the CONTRACTOR has delivered to the ENGINEER all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

GENERAL CONDITIONS

inspection, marked-up record documents and other documents, all as required by the Contract Documents, the CONTRACTOR may notify the OWNER and the ENGINEER in writing that the WORK is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, the ENGINEER will notify the OWNER and CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER for its execution the Certificate of Substantial Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

- B. The Certificate of Substantial Completion shall be a release by the CONTRACTOR of the OWNER and its agents from all claims and liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the OWNER or of any person relating to or affecting the WORK, to the date of Substantial Completion, except demands against the OWNER for the remainder of the amounts kept or retained from progress payments and excepting pending, unresolved claims filed in writing prior to the date of Substantial Completion. At the time of delivery of the Certificate of Substantial Completion, the ENGINEER will deliver to the OWNER and the CONTRACTOR, if applicable, a written recommendation as to division of responsibilities between the OWNER and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Upon the OWNER's acceptance of these recommendations, the ENGINEER's recommendation will be binding on the OWNER and the CONTRACTOR until final payment.
- C. The OWNER, upon written notice to the CONTRACTOR, shall have the right to exclude the CONTRACTOR from the WORK after the date of Substantial Completion, and complete all or portions of the WORK at the CONTRACTOR's expense.

GENERAL CONDITIONS

14.09 COMPLETION AND FINAL PAYMENT

- A. Upon written certification from the CONTRACTOR that the WORK is complete (if a Certificate of Substantial Completion has been issued this certification must occur within 45 days of that date), the ENGINEER will make a final inspection with the OWNER and the CONTRACTOR. If the OWNER and ENGINEER do not consider the WORK complete, the ENGINEER will notify the OWNER and the CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. The CONTRACTOR shall immediately take the measures necessary to remedy these deficiencies. If the ENGINEER and OWNER consider the WORK complete, the CONTRACTOR may proceed to file its application for final payment pursuant to this Article. At the request of the CONTRACTOR, the ENGINEER may recommend to the OWNER that certain minor deficiencies in the WORK that do not prevent the entire WORK from being used by the OWNER for its intended use, and the completion of which will be unavoidably delayed due to no fault of the CONTRACTOR, be exempted from being completed prerequisite to final payment. These outstanding items of pickup work, or "punch list items", shall be listed on the ENGINEER's Notice of Completion, together with the recommended time limits for their completion, and extended warranty requirements for those items and the value of such items.
- B. After the issuance of the Notice of Completion and after the CONTRACTOR has completed corrections that have not been exempted to the satisfaction of the ENGINEER and delivered to the ENGINEER all required additions and modifications to maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents; and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents and other data and schedules as the OWNER or ENGINEER may reasonably require, including an affidavit of the CONTRACTOR that all labor, services, material, equipment and other indebtedness connected with the WORK for which the OWNER or his property might in any way be responsible, have been paid or otherwise satisfied, and a consent of the payment bond surety to final payment, all in forms approved by the OWNER.

GENERAL CONDITIONS

14.10 FINAL APPLICATION FOR PAYMENT

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, the ENGINEER will, within ten days after receipt of the final application for payment, indicate in writing his recommendation of payment and present the application to the OWNER for payment. Thereupon, the ENGINEER will give written notice to the OWNER and the CONTRACTOR that the WORK is acceptable by executing the ENGINEER's Notice of Completion. Otherwise, the ENGINEER will return the application to the CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the application.
- B. Within 45 calendar days after the ENGINEER's filing of the Notice of Completion, the OWNER will make final payment including all deducted retainage (except as noted below) to the CONTRACTOR. The OWNER's remittance of final payment shall be the OWNER's acceptance of the WORK if formal acceptance of the WORK is not indicated otherwise. The final payment shall be that amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:
1. Liquidated damages, as applicable.
 2. All amounts retained by the OWNER under Paragraph 14.03(F).

14.11 CONTRACTOR'S CONTINUING OBLIGATIONS

- A. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion or Notice of Completion, nor payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a shop drawing or sample submittal, will constitute an acceptance of work or materials not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

GENERAL CONDITIONS

14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less deductions listed in Paragraph 14.10B herein. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.10 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the work or for any act or neglect of the OWNER or of any person relating to or affecting the work, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.10 herein; and excepting pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion.

GENERAL CONDITIONS

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 SUSPENSION OF WORK BY OWNER

- A. The OWNER acting through the ENGINEER may, by written notice to the Contractor, temporarily suspend the WORK, in whole or in part, for a period or periods of time, but not to exceed 90 days, for the convenience and benefit of the OWNER upon the occurrence of any one or more of the following: (1) unsuitable weather; (2) delay in delivery of OWNER- furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; (3) Shortfall in construction funds; (4) Constraints imposed by public entities, public utilities, property owners or legal proceedings; (5) Failure or delay in acquisition of easements or right-of-way by the OWNER; or (6) Other conditions which, in the opinion of the OWNER, warrant a delay in the WORK. Suspended WORK shall be resumed by the CONTRACTOR within 10 calendar days of receipt from the ENGINEER of written notice to proceed. Whenever the OWNER temporarily suspends work for any conditions enumerated in this Article 15.01 A, the CONTRACTOR shall be entitled to an adjustment in the Contract Time as specified in Article 12.03 C.

- B. The suspension of work shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.

- C. The CONTRACTOR hereby indemnifies and holds harmless the OWNER and ENGINEER, their officers, agents and employees, from and against all claims, damages, losses and expenses, including lost profits and attorney's fees, arising out of or resulting from the temporary suspension of the WORK, whether for the OWNER's convenience described in this Article or for whatever other reasons, including the stoppage of work by the ENGINEER for the CONTRACTOR's failure to comply with any order issued by the ENGINEER.

15.02 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the CONTRACTOR, the OWNER may give written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement. The notice shall state the event of default and the time allowed to remedy the default. It shall be considered a default by the CONTRACTOR whenever the CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or workmanship meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's

GENERAL CONDITIONS

instructions, (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue a Notice of Termination.

- B. In the event the Agreement is terminated in accordance with Paragraph 15.02A, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall have no claim to the difference.

15.03 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE)

- A. The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of the work, as determined by the engineer, performed by the Contractor up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed from making the final application for payment and final payment under Paragraphs 14.09 and 14.10.

15.04 TERMINATION OF AGREEMENT BY CONTRACTOR

- A. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: (1) the WORK has been suspended under the provisions of Paragraph 15.01, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the agreement has not been received from the OWNER within this time period; or, (2) the OWNER should fail to pay the

GENERAL CONDITIONS

CONTRACTOR any monies due him in accordance with the terms or the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.03, and as determined in Accordance with the requirements of that paragraph.

GENERAL CONDITIONS

ARTICLE 16 - MISCELLANEOUS

16.01 GIVING NOTICE

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

16.02 TITLE TO MATERIALS FOUND ON THE WORK

- A. The OWNER reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

16.03 RIGHT TO AUDIT

- A. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The right to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

16.04 ASBESTOS

- A. If the CONTRACTOR during the course of work observes the existence of asbestos in any structure or building, the CONTRACTOR shall promptly notify the OWNER and the ENGINEER. The OWNER shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the CONTRACTOR shall not perform any work pertinent to the asbestos material prior to receipt or special instruction from the OWNER through the ENGINEER.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 17- GENERAL

17.01 GENERAL

1. These Supplemental General Conditions amend or supplement the General Conditions of the Contract and any other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.
2. The terms used in these Supplemental General Conditions which are defined in the General Conditions of the Contract have the meanings assigned to them in the General Conditions of the Contract herein.

17.02 SUPPLEMENTAL DEFINITIONS

1. ENGINEER

The "Engineer" is

JVWCD

17.03 TESTING COSTS

1. Paragraph 13.03 of the General Conditions is amended as follows: the CONTRACTOR shall pay all testing costs. The Owner reserves the right to have additional tests performed by a testing organization selected by the OWNER and at the OWNER's expense.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 18 - AMOUNTS OF LIQUIDATED DAMAGES, BONDS AND INSURANCE

18.01 AMOUNT OF LIQUIDATED DAMAGES

- A. As provided in Article 14.07 of the General Conditions, the Contractor shall pay to the Owner as liquidated damages the amount of \$250 for each calendar day's delay beyond the Contract Time for substantial completion, liquidated damages shall apply to each site stipulated in the Contract Documents. The Contractor shall pay to the Owner as liquidated damages the amount of \$200 for each calendar day's delay beyond 45 calendar days from the date of substantial Completion until the Engineer issues the Notice of Final Completion.

18.02 PERFORMANCE AND OTHER BOND AMOUNTS

- A. The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent of the Contract Price.

18.03 INSURANCE AMOUNTS

The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide for not less than the following amounts or greater where required by Laws and Regulations:

- A. Workers' Compensation under Paragraph 5.02B.1 of the General Conditions:

- 1. State: Utah Statutory

- B. Comprehensive General Liability: (under Paragraph 5.02B.2 of the General Conditions):

- 1. Bodily Injury (including completed operations and products liability):

<u>\$ 500,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate

Property Damage:

<u>\$ 500,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate
or a combined single limit of	<u>\$1,000,000</u>

SUPPLEMENTAL GENERAL CONDITIONS

2. Property Damage liability insurance including, Explosion, Collapse and Underground coverages, where applicable.

3. Personal Injury, with employment exclusion deleted

\$ 1,000,000

Annual Aggregate

C. Comprehensive Automobile Liability: (Under Paragraph 5.02B.3 of the General Conditions:)

1. Bodily Injury

\$ 500,000

Each Person

\$ 1,000,000

Each Occurrence

2. Property Damage:

\$ 500,000

Each Occurrence

or combined single limit of

\$1,000,000

D. Builders Risk: Not required.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 19 - PHYSICAL CONDITIONS AND WEATHER DELAYS

19.01 INCLEMENT WEATHER DELAYS

- A. The Contractor's construction schedule shall be based upon the inclusion of at least five (5) day(s) of inclement weather delays. Reference Article 12, paragraph 12.02 of the General Conditions for additional requirements.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 20 - SUBCONTRACT LIMITATIONS

20.01 SUBCONTRACT LIMITATIONS

- A. In addition to the provisions of Paragraph 6.05 of the General Conditions, the CONTRACTOR shall perform not less than 20 percent of the WORK with its own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to the WORK, the value of which totals not less than 20 percent of the Contract Price.

ARTICLE 21 - MISCELLANEOUS

21.01 PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the Owner, the Engineer, and their officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

**TECHNICAL SPECIFICATIONS
FOR
3200 W 6200 S 8 MG RESERVOIR ASPHALT
REPLACEMENT**

April 2026

JORDAN VALLEY WATER CONSERVANCY DISTRICT

STANDARD SPECIFICATIONS AND DETAILS FOR
WATER DISTRIBUTION SYSTEM

GENERAL INFORMATION

The following definitions apply to terms used in the specifications or drawings:

CONTRACTOR: The organization responsible for completing the work of extending, relocating, or otherwise modifying the District's system. The CONTRACTOR must possess a general engineering contractor's license (E-100) in good standing and must possess the bonding and insurance coverages as required by law. In addition, the CONTRACTOR must have a demonstrated record of successfully completing work of similar type and complexity. The District reserves the right to review and approve a CONTRACTOR's qualifications in meeting these requirements.

OWNER: Jordan Valley Water Conservancy District.

ENGINEER: Jordan Valley Water Conservancy District, or as designated by the District for specific projects.

WORK: The furnishing and performance of all necessary materials, equipment, labor, and services required for the subject project in accordance with the drawings, and these standard specifications and details.

The specifications included in this document have been assembled from other project contract documents in which the District acting as the OWNER enters into an agreement with a CONTRACTOR for a specified project and pays the CONTRACTOR accordingly.

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8500	Asphalt Concrete
8600	Tack Coat
8700	Concrete Paving
8800	Concrete Paving Joint Sealants
8900	Driveway, Sidewalk, Curb, Gutter

TECHNICAL SPECIFICATIONS

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

101.1 GENERAL

The work covered under this contract will be performed at 6171 S 3200 W, Salt Lake City, UT 84118.

101.2 DESCRIPTION OF OWNER'S PROJECT

- A. The Owner's project includes removing all asphalt and base surrounding the reservoir and replacing it with a new base and asphalt surface that properly drains all runoff. This includes minor grading around the reservoir and a retaining wall on part of the west side. In addition, this project includes the removal of two mature trees located in the northwest of the reservoir.

101.3 CONTRACT

The contract for construction of the various project elements includes all the items set forth in the bid schedule and indicated in the plans and specifications. The CONTRACTOR shall cooperate with the agencies, trades or contractors involved in the execution of other work in the vicinity of the various project elements.

101.4 WORK SEQUENCE

- A. SUBMITTAL:

In accordance with Section 01300, the CONTRACTOR shall submit a detailed construction time schedule of operations as specified in the General Conditions and the requirements of this section.

- B. The CONTRACTOR shall observe the following constraints in preparation of this construction schedule:

- 1. All project features included under the Bidding Schedule(s) shall be substantially complete in the time required in the Notice Inviting Bids.

101.5 WORK SCHEDULE

SECTION 01010 – SUMMARY OF WORK

- A. The contract length shall be as specified in the Notice Inviting Bids. Work can be performed without shutting down the reservoir so there are no seasonal shutdown restraints.

101.6 PERMITS

- A. CONTRACTOR-Paid Permits (Reimbursable): Permit fees as listed below shall be obtained and paid for by the CONTRACTOR and included in the CONTRACTOR's Bid. To eliminate uncertainty during bidding, OWNER will reimburse these CONTRACTOR paid permit fees upon proof of payment. CONTRACTOR shall still be responsible for securing the required bonding and insurance required by each of the permits:
 - 1. City and County Excavation, Land Disturbance, SWPPP (required if total area disturbed is greater than 1 acre), Traffic Control Permits (excluding lane closure fees): CONTRACTOR shall obtain all required UDOT Permits
 - 2. General Permit for Storm Water Discharge: From the State of Utah, Department of Environmental Quality, Division of Water Quality, 288 North 1460 West Street. P.O. Box 144870, Salt Lake City, Utah 84114-4879. Fee varies, contact the State for a quote.
 - 3. Construction Water: CONTRACTOR shall obtain all permits for use of water for flushing, pressure testing, and other construction purposes.
- B. CONTRACTOR-Paid Permits (Non-reimbursable): All other permit fees required by individual cities, Salt Lake County, the State of Utah, the United States of America, and any of their agencies, or by any private utility companies, shall be obtained and paid for by the CONTRACTOR and included in the CONTRACTOR's Bid. The following list is not exclusive and does not relieve CONTRACTOR of the responsibility of obtaining all permits necessary to complete the work:
 - 1. Private property owner permit: written permission to store product, equipment, materials and supplies outside of the Work site boundaries.

101.7 CONTRACTOR'S RESPONSIBILITIES

- A. Inspection of Project Site: CONTRACTOR shall inspect the entirety of the

SECTION 01010 – SUMMARY OF WORK

project site prior to the BID, to understand access and right-of-way limitations and to note all salient surface features including: necessary tree pruning and removal, fence/ROW locations, existing utilities, utility poles, traffic conditions, fill required for constructability, etc. For the convenience of the CONTRACTOR some site conditions and surface features have been identified in the drawings. However, this does not relieve the CONTRACTOR of the responsibility to inspect the project site. Whether surface features and site conditions are identified in the drawings or not, it is the CONTRACTOR'S responsibility to complete all work in accordance with the Contract Documents.

101.8 Project Clarifications

- A. Project shall follow APWA 2025 standards except as where noted in the Contract Documents.
- B. Exposed storm drains and other gravity utilities shall be backfilled using flowable fill (CLSM) 4' on both sides of the pipe and shall extend to the spring-line of the gravity utility.

- END OF SECTION -

SECTION 01020 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

101.01 SCOPE

- A. Payment for various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the item of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

101.02 MEASUREMENT AND PAYMENT – BID SCHEDULE

Bid Item #1: Mobilization/Demobilization

1. Measurement: Lump Sum
2. Payment Covers: cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to the site. Payment will be made on a percentage basis as follows:

Payment	Percent of Original Contract Amount Earned	Percent of Amount Bid for Mobilization to be Paid
First	5%	60%
Final	95%	40%

Bid Item #2: Permit Allowance

1. Measurement: Lump Sum. Bid Item #2 is to cover the anticipated permitting costs of the project. An allowance of \$5,000 has been shown. Bidders shall include this amount in their total bid price.
2. Payment Covers: All work required to obtain and pay for local, state, federal, and private permits listed in Section 1.06 of 01010 Summary of Work. Submit proof of payment for reimbursement.

Bid Item #3: Removal and disposal of existing asphalt base and asphalt

SECTION 01020 - MEASUREMENT AND PAYMENT

1. Measurement: Square feet
2. Payment Covers: Furnishing all labor, materials, tools, equipment, and all incidentals required for the removal and proper disposal of all existing asphalt base, asphalt, and any other material that would interfere with installation of new roadway.

Bid Item #4: Excavation, backfill, and site grading

1. Measurement: Lump Sum
3. Payment Covers: Excavation required for retaining wall, moving existing grade back away from roadway as needed, regrading area of new roadway, subgrade compaction, material haul off, and any other excavation and grading required to complete the project.

Bid Item #5: Furnish and install new asphalt base and asphalt

1. Measurement: Square feet
2. Payment Covers: Furnishing all labor, materials, compaction, tools, equipment, and all incidentals required for the installation of new roadway with a continuous grade with no low points leading to existing drain.

Bid Item #6: Furnish and install retaining wall

1. Measurement: Feet
2. Payment Covers: Furnishing all labor, materials, tools, equipment, and all incidentals required for the installation of the retaining wall.

Bid Item #7: Furnish and install sloped edge

1. Measurement: Feet
2. Payment Covers: Furnishing all labor, materials, tools, equipment, and all incidentals required for the installation of the sloped edge shown in detail A/M4 on the drawings.

Bid Item #8: Furnish and install concrete curb

1. Measurement: Feet
2. Payment Covers: Furnishing all labor, materials, gravel, tools, equipment, and all incidentals required for the installation of the concrete curb shown in detail B/M4 on the drawings.

Bid Item #9: Removal and disposal of tree

1. Measurement: Each

SECTION 01020 - MEASUREMENT AND PAYMENT

2. Payment Covers: Furnishing all labor, materials, tools, equipment, and all incidentals required to remove the tree and bring the stump ground down 4" below the surface and covered with matching gravel.

101.03 APPLICATION FOR PAYMENT

- A. Application for Progress Payment shall be submitted in accordance with Article 14 of the General Conditions of this Contract.

101.04 LUMP SUM ITEMS

- A. No separate measurement of quantities will be made for those items of WORK performed on a lump sum basis, but the item will be constructed, complete, as required to complete the WORK shown on the Drawings and as described in the Specifications.
- B. Bid prices for lump sum items represent the total cost to the OWNER. Such price shall constitute full compensation for furnishing and placing of materials required to complete the item, and for all labor, equipment, tools and incidentals needed to complete the WORK in conformity with the plans and specifications.

SECTION 01020 – MEASUREMENT AND PAYMENT

101.05 UNIT PRICE ITEMS

- A. Determination of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR will be made by the ENGINEER in accordance with individual sections of specifications. Payment will be for actual quantities and at the price stated in the Bid. Estimated quantities in the Bid are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01060 – SAFETY AND HEALTH

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

301.1 GENERAL

- A. The CONTRACTOR, by entering into a contract with the Owner for performance of this work, certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project, and is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. The CONTRACTOR acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons, property and the environment. The CONTRACTOR expressly acknowledges that they are aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to perform the work adequately and safely with respect to such hazards.
- B. The CONTRACTOR shall be solely responsible for project site safety and shall conform to all applicable occupational, safety and health standards, rules and regulations, and orders established by the State of Utah. The CONTRACTOR shall observe the provisions of the Workman's Compensation and Safety Laws of the State of Utah and shall use all of the accepted and best safety practices for the public and/or CONTRACTOR's employees.
- C. Where a trench or excavation exceeds five (5) feet in depth, the CONTRACTOR shall submit a detailed plan or method for shoring to preclude collapse.

301.2 SAFETY AND HEALTH REGULATIONS

- A. The CONTRACTOR shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in title 29, C.F.R. Copies of these

SECTION 01060 – SAFETY AND HEALTH

regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.

The CONTRACTOR shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

301.3 INSURANCE

- A. The successful bidder, prior to entering into a contract for the work covered herein shall take out and maintain in full force and effect Worker's Compensations Insurance with an insurance carrier authorized to transact business in the State of Utah, covering their full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such Worker's Compensation Insurance shall be furnished to the Owner in conformance with the Contract Documents.

- END OF SECTION -

SECTION 01200 – PROJECT MEETINGS

PART 1 - GENERAL

101.1 PROJECT MEETINGS

- A. Project meetings will be held as often as deemed necessary by the Project Representative. Meetings will normally be held weekly. The CONTRACTOR's superintendent and pertinent representatives shall attend.

The purpose of the meetings will be to discuss project schedule, progress, coordination, submittals, and job-related problems. The time and place of these project meetings shall be coordinated in the pre-construction meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01300 – CONTRACTOR SUBMITTALS

PART 1 - GENERAL **101.1 REQUIREMENT**

- A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.
- B. Within 10 days after the award of Construction Contract, the CONTRACTOR shall submit the following items to the ENGINEER for review:
 - 1. A preliminary construction schedule indicating the starting and completion dates of the various stages of the WORK.
 - 2. Copies of manufacturer's technical submittal information for materials to be incorporated into the WORK.
 - 3. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

101.2 CONTRACTOR'S SCHEDULES

- A. TIME OF SUBMITTALS:

At the pre-construction conference, the CONTRACTOR shall submit for acceptance by the ENGINEER, a preliminary construction schedule for the WORK, showing its general plan for orderly completion of the WORK, showing its general plan for orderly completion of the WORK and showing in detail its planned mobilization of plant and equipment, sequence of early operations, and timing of procurement of materials and equipment. The construction schedule produced and submitted shall indicate a project completion date on or before the contract completion date. The ENGINEER within 14 days after receipt of the preliminary construction schedule shall meet with a representative of the CONTRACTOR to review the preliminary plan and construction schedule. After review by ENGINEER, revise and resubmit as required.

- B. CONSTRUCTION SCHEDULE REVISIONS:

Submit revised schedules with each Application of Payment, reflecting changes since previous submittal.

101.3 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEMS

- A. For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the WORK may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required

SECTION 01300 – CONTRACTOR SUBMITTALS

characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the quality and utility of any such substitute decision shall be final.

PART 2 - PRODUCTS

A. USED MATERIALS:

Materials which have been previously installed as part of any project shall not be reused on this project unless written approval is obtained from the ENGINEER. In the event that used materials are allowed to be installed on the project, the OWNER reserves the right to renegotiate the unit cost of the bid item that the material falls under with the CONTRACTOR.

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01400 – QUALITY CONTROL

PART 1 - GENERAL

101.6 SITE INVESTIGATION AND CONTROL

- A. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the WORK due to his failure to comply with this requirement.
- B. The CONTRACTOR shall inspect related and appurtenant WORK and shall report in writing to the ENGINEER any conditions, which will prevent proper completion of the WORK. Failure to report any such condition shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at his sole cost and expense.

101.7 DESCRIPTION OF WORK

- A. The WORK shall be conducted under the general observation of the ENGINEER and shall be subject to inspection by representatives of the OWNER to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, and in field inspection, as required. The ENGINEER shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- B. The presence of the ENGINEER or any inspector(s), however, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the WORK in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR and said duty shall not be avoided by any act or omission on the part of the ENGINEER or any inspector(s).
- C. All materials and articles furnished by the CONTRACTOR shall be subject to rigid inspection, and no materials or articles shall be used in the WORK until they have been inspected and accepted by the ENGINEER or his authorized representative. No WORK shall be backfilled, buried, cast in concrete, hidden, or otherwise covered until it has been inspected by the ENGINEER or his authorized representative. Any WORK so covered in the absence of inspection shall be subject to uncovering at the CONTRACTOR'S sole cost and expense. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no addition payment will be allowed therefore.

SECTION 01400 – QUALITY CONTROL

101.8 TIME OF INSPECTION AND TESTS

- A. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any WORK under the contract, he shall notify the ENGINEER not less than 24 hours in advance to request inspection before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the ENGINEER at least 24 hours in advance of any such inspection shall be reasonable cause for the ENGINEER to order a sufficient delay in the CONTRACTOR's schedule to allow time for such inspections and any remedial or corrective WORK required, and all costs of such delays, including its effect upon other portions of the WORK, shall be borne by the CONTRACTOR.

101.9 RIGHT OF REJECTION

- A. The ENGINEER shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the WORK at the site. If the ENGINEER or inspector, through an oversight or otherwise, has accepted materials or WORK which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER for the OWNER.
- B. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01500 – CONSTRUCTION FACILITIES AND ENVIRONMENTAL CONTROLS

PART 1 - GENERAL
101.1 GENERAL

- A. The CONTRACTOR shall provide and maintain adequate construction facilities and perform the necessary work to minimize the impact and inconvenience of the construction activities.

101.2 SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures in accordance with Part 1926 of the OSHA Standards for Construction.

101.3 BARRIERS AND ENCLOSURES

- A. Provide as required to prevent public entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades as required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Provide barriers around trees and plants designated to remain. Protect said trees and plants against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

101.4 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in the immediate area to minimize damage. Repair or replace at OWNER's option any installed WORK damaged by traffic, the public, or WORK operations.
- B. Prohibit traffic on restored lawn and landscaped areas.

101.5 DUST, WATER AND NOISE CONTROL

- A. Surface Water, Erosion and Sediment Control:
 - 1. Surface water shall be controlled so that the construction area is not allowed to become wet from runoff from adjacent areas. Surface water shall be directed away from these areas but not directed toward adjacent property, buildings, or any improvement that may be damaged by water. Surface water shall not be allowed to enter sanitary sewers.
 - 2. Provide and operate pumping equipment as necessary to maintain excavations free of water.
 - 3. Prevent erosion and sedimentation.

SECTION 01500 – CONSTRUCTION FACILITIES AND ENVIRONMENTAL CONTROLS

4. Provide temporary measures such as berms, dikes, and drains, to control surface water flow.

B. DUST CONTROL:

1. Dust control measures shall be implemented by application of water to all WORK areas, storage areas, haul and access roads, or other areas affected by construction.
2. All WORK shall be in compliance with the Federal, State, and local air pollution standards, and not cause a hazard or nuisance to personnel and the public in the vicinity of the WORK.
3. Provide and operate at least one mobile tank sprinkling unit or other positive means to prevent air-borne dust from dispersing into the atmosphere. The CONTRACTOR shall secure a suitable source of water used during construction. The use of fire hydrants on the OWNER's water system to supply temporary construction water will not be allowed. Any connections made to the OWNER's system to supply temporary construction water shall include backflow and metering devices approved by the ENGINEER.
4. Other methods of dust control for haul and access roads may include chemical treatment, light bituminous treatment, or other methods as approved by the ENGINEER.
5. Execute WORK by methods to minimize raising dust from construction operations.

C. NOISE CONTROL:

1. Execute construction between the hours as allowed by the Utah County Health Department unless a written variance has been obtained.
2. Properly maintain all equipment to minimize noise generation.

101.6 CONSTRUCTION CLEANING

- A. All public and private areas used as haul roads shall be continuously maintained and cleaned of all construction caused debris such as mud, sand, gravel, soils, pavement fragments, sod, etc. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
- B. Public roads shall be maintained in accordance with applicable ordinances and regulations.
- C. Through all phases of construction, including suspension of WORK, and until final acceptance of the project, the CONTRACTOR shall keep the WORK site clean and shall remove daily all refuse, dirt, damaged

SECTION 01500 – CONSTRUCTION FACILITIES AND ENVIRONMENTAL CONTROLS

materials, unusable materials, and all other trash or debris that he has created from his construction activities.

- D. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the WORK and before final inspection, the entire WORK site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

101.7 PROJECT IDENTIFICATION

- A. NOT USED

101.8 FIELD OFFICE

- A. NOT USED

101.9 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of three feet; grade site as indicated. Restore existing facilities used during construction to as specified or to original condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 - GENERAL **101.1 GENERAL**

- A. It is the responsibility of the CONTRACTOR to provide products as specified in the Contract Documents free from manufacturer defects or damage from shipping.

101.2 PRODUCTS

- A. Products include all material, equipment, and systems.
- B. Comply with specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.
- D. Do not use products removed from an existing structure, pipeline, etc., except as specifically required, or allowed, by Contract Documents.

101.3 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition.
- B. Provide equipment and personnel to handle products by methods to prevent damage.
- C. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

101.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions.

SECTION 01600 – MATERIAL AND EQUIPMENT

101.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only; Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision of Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Product Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications: no options, or substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

101.6 PRODUCTS LISTS

- A. Within 10 days after the date of OWNER-CONTRACTOR Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number (if applicable) of each product.

101.7 SUBSTITUTIONS

- A. Only within 15 days after the date of the Notice to Proceed will ENGINEER consider requests from CONTRACTOR for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of CONTRACTOR.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that CONTRACTOR:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for WORK to complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.

SECTION 01600 – MATERIAL AND EQUIPMENT

- E. ENGINEER will determine acceptability of proposed substitution and will notify CONTRACTOR of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, CONTRACTOR must provide specified product.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 - GENERAL

101.1 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When CONTRACTOR considers WORK has been reached final completion, submit written certification that Contract Documents have been reviewed, WORK has been inspected, and that WORK is complete in accordance with Contract Documents and ready for ENGINEER's review.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. ENGINEER will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

101.2 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean and flush drainage systems.
- C. Clean site; sweep paved areas, rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

101.3 PROJECT RECORD DOCUMENTS

- A. Provide completed record drawings and other required closeout documents prior to requesting final payment.
- B. Store record documents separate from those used for construction.
- C. Keep documents current; do not permanently conceal any WORK until required information has been recorded.
- D. At Contract closeout, submit documents with transmittal letter containing date, Project title, CONTRACTOR's name and address, list of documents, and signature of CONTRACTOR.

101.4 OPERATION AND MAINTENANCE DATA

- A. Provide data for:
 - 1. Mechanical equipment and controls.

SECTION 01700 – CONTRACT CLOSEOUT

- B. Submit one hard copy prior to final inspection, bound in 8-1/2 X 11-inch three-ring side binder with durable plastic covers and one digital copy.

101.5 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13.01 of the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair WORK, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair WORK unless the CONTRACTOR shall have obtained a statement in writing from the affected private OWNER or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and his surety shall be liable to the OWNER for the cost thereof.
- D. Comply with General Conditions and ordinances of local jurisdictions having authority.
- E. Make periodic inspections during guarantee period and correct defective WORK or correct defective WORK as directed by the OWNER or appropriate governing authority.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01720 – RECORD DRAWINGS

PART 1 - GENERAL **101.1 RECORD DRAWINGS**

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the Contract Drawings, including buried or concealed construction and utility features which are revealed during construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings, said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up to date during the progress of the WORK.
- B. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- C. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER upon completion of the WORK.
- D. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the WORK as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the ENGINEER.
- E. Final payment will not be approved until the CONTRACTOR-prepared record drawings have been delivered to the ENGINEER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- F. Upon substantial completion of the WORK and prior to final acceptance, the CONTRACTOR shall complete and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected plans showing the reported location of the WORK. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the Record Drawings will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such

SECTION 01720 – RECORD DRAWINGS

information, nor for any error or omissions which may appear on the Record Drawings as a result.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 02100 – SITE PREPARATION

PART 1 - GENERAL

101.1 DESCRIPTION

This section specifies site preparation which consists of clearing, grubbing and demolition.

101.2 JOB CONDITIONS

A. EXISTING CONDITIONS:

The CONTRACTOR shall determine the actual condition of the site as it affects this portion of WORK. CONTRACTOR shall coordinate site preparation with OWNER's administration and operation staff.

B. PROTECTION:

Site preparation shall not damage structures, landscaping, or vegetation adjacent to the site. The CONTRACTOR shall repair or replace any damaged property.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

301.01 GENERAL

The CONTRACTOR shall notify the Project Representative when site preparation is complete. Further WORK shall not be started until the conditions of paragraph 02100-301.02 are satisfied.

301.02 PERFORMANCE

A. CLEARING AND GRUBBING:

Unless otherwise specified, the CONTRACTOR shall remove obstructions such as brush, trees, logs, stumps, roots, heavy sod, vegetation, rock, stones larger than 6 inches in any dimension, broken or old concrete and pavement, debris, structures, and piping where the completion of the WORK requires their removal.

Material that is removed and is not to be incorporated in the WORK shall be disposed of off the site, or as directed by the OWNER.

B. DEMOLITION AND REMOVAL:

1. Structures:

Demolition and removal of structures consist of removal of manholes and any other structures interfering with construction of

SECTION 02100 – SITE PREPARATION

this contract as shown on the Contract Drawings or as directed by the Project Representative. Excavations caused by structure removal shall be cleared of waste, debris, and loose soil and refilled as specified.

2. Pavement:

When portions of concrete pads are to be removed and replaced, edges shall be saw cut, on a neat line at right angles to the curb face.

3. Piping:

Piping shall be removed where indicated on the drawings and disposed of as directed by the Project Representative.

4. Salvage:

The OWNER has the right to salvage any items scheduled for removal. The CONTRACTOR shall notify the Project Representative 5 days prior to any salvage or demolition WORK to determine the disposition of items to be salvaged. Such items shall be properly disconnected, removed from their foundations, cleaned, and stored at a location on the plant site as specified.

C. UTILITY INTERFERENCE:

Where existing utilities interference with the prosecution of the WORK, the CONTRACTOR shall relocate them in accordance with the General Conditions of the contract.

- END OF SECTION -

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

PART 1 - GENERAL

101.1 GENERAL

- A. The WORK of this section includes all earthwork required for construction of the WORK including preparation, excavation, backfilling, compaction, dewatering, field quality control, and cleaning up.

101.2 REFERENCES

- A. Utah Occupational Safety and Health Division (UOSHD).
- B. American Association of State Highway and Transportation Official (AASHTO):
 - 1. Designation T-99.
 - 2. Designation T-180.

101.3 SUBMITTALS

- A. Submit for approval drawings and structural calculations for trench shoring to be utilized.

101.4 QUALITY ASSURANCE

- A. Comply with federal, state, and local codes and regulations.
- B. All working conditions shall comply with the "Utah Occupational Safety and Health Division", Safe Practices for excavation and Trenching Operations, latest edition.
- C. All WORK performed in the public right of way shall conform to the standards, regulations, and requirements of the applicable governmental agency responsible for the maintenance of the public right of way.
- D. All necessary permits and bonds shall be paid for and provided by the CONTRACTOR.

PART 2 - PRODUCTS

201.01 BACKFILL MATERIALS

- A. STABILIZATION MATERIAL:

Stabilization material shall consist of hard, durable particles of stone or gravel, screened or crushed to the required size and gradation. The material shall be free from vegetation matter, lumps or balls of clay, or other deleterious matter and shall conform to the following gradation when tested in accordance with AASHTO T 27 or ASTM C 136.

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

1. Coarse material shall be crushed or washed, and fine material shall be wasted to meet the grading requirements set forth below. Note that if stabilization material is required, an 8 oz. non-woven filter fabric shall be placed between the stabilization material and the pipe zone material. Install fabric per to APWA Section 31 05 19.
2. Coarse aggregate, retained on the No. 4 sieve, shall have a percentage of wear not greater than 40 percent when tested by the Los Angeles Test, AASHTO T-96 or ASTM C 131.
3. Graded within the following limits:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
2-inch	100
1-1/2-inch	10-50
3/4-inch	0-25
#4	0-10
#200	0-3

B. PIPE ZONE BACKFILL: TYPE A

The pipe zone extends from six inches below the pipe to 12 inches above the top of the pipe.

1. Shall be free from alkali, salt, and petroleum products, roots, sod, limbs, and other vegetative matter, lumps or balls of clay, slag, cinders, ashes and rubbish, or other materials that in the opinion of the ENGINEER may be objectionable or deleterious. Material shall be screened to the required size and gradation and shall conform to the following gradation when tested in accordance with AASHTO T 27 or ASTM C 136.
2. Graded within the following limits:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8-inch	100
#4	80-85
#10	30-50
#40	10-30
#200	0-15

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

C. GRANULAR BACKFILL: TYPE B

1. Shall be free from alkali, salt, and petroleum products, roots, sod, limbs, and other vegetative matter, lumps or balls of clay, slag, cinders, ashes and rubbish, or other materials that in the opinion of the ENGINEER may be objectionable or deleterious. Material shall be screened to the required size and gradation and shall conform to the following gradation when tested in accordance with AASHTO T 27 or ASTM C 136.
2. Graded within the following limits:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1-inch	100
#4	70-85
#10	20-50
#40	10-30
#200	0-15

D. STRUCTURAL BACKFILL: TYPE F

1. Shall consist of hard durable particles of stone or gravel, screened or crushed to the required size and grading. The material shall be free from vegetation, or clay and shall conform to the following grading:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
2-inch	100
1-1/2-inch	95-100
3/4-inch	50-100
3/8-inch	15-55
#4	0-25
#8	0-5
#200	0-3

E. PERVIOUS BACKFILL: TYPE G

1. Shall be pervious backfill material (sand) and be free from petroleum products, roots, sod, limbs, and other vegetative matter, slag, cinders, ashes and rubbish, or other material that in the opinion of the ENGINEER may be objectionable or deleterious.

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

2. Graded within the following limits:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
#50	100
#100	0-8
#200	0-4

F. CONTROLLED LOW STRENGTH MATERIAL (CLSM)

1. Refer to specification 03575 – Flowable Fill of the UDOT Standard Specifications Manual

PART 3 - EXECUTION

301.01 PREPARATION

- A. It shall be the CONTRACTOR's responsibility to locate existing water, sanitary sewer, storm drain, and gas lines, electrical and telephone conduit and other underground utilities with their existing house service connections, and all other underground structures in order that no damage or loss or service will result from interference with existing lines.
- B. The location of underground utilities shown on the plans have been determined by plans furnished by various municipalities, public utilities, and field surveys. No guarantee is made as to the completeness or accuracy of the locations shown on the plans. The CONTRACTOR shall verify the locations and elevations of existing utilities before WORK begins concerning that utility.
- C. It shall be the responsibility of the CONTRACTOR to maintain trenching operations a sufficient distance ahead of pipe laying operations so that grade and alignment changes may be made to avoid existing underground utilities and structures. Where pipes are to be laid within two (2) feet of other utilities, the CONTRACTOR shall notify the OWNER of the utility. No extra compensation shall be due the CONTRACTOR for delays, or additional WORK created by its failure to comply with the above requirements.
- D. Blue Stakes Location Center shall be contacted 48 hours before any excavation is commenced. Phone 1-800-662-4111 for assistance.

301.02 EXCAVATION

- A. All gas, sanitary sewer, storm drain, water and other pipelines, flumes and ditches of metal, wood or concrete, underground electrical conduits and telephone cable, and all walks, curbs, and other improvements

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

encountered in excavating trenches carefully shall be supported, maintained, and protected from injury or interruption of service until backfill is complete and settlement has taken place.

- B. If any existing facility is damaged or interrupted, promptly after becoming aware thereof and before performing any WORK affected thereby (except in an emergency as permitted by the General Conditions of the construction contract), identify the OWNER of such existing facility, and give written notice thereof to that OWNER and the District and ENGINEER. Comply with other applicable requirements of the General Conditions of the construction contract and indemnify the District from any and all damages resulting from damaged facilities.
- C. Excavation for pipe lines, concrete valve boxes, manholes and appurtenant structures shall include the WORK of removing all earth, sand, gravel, quicksand, stone, loose rock, solid rock, clay, shale, cement, hardpan, boulders, and all other materials necessary to be moved in excavating the trench for the pipe; maintaining the excavation by shoring, bracing, and sheeting or well pointing as necessary to prevent the sides of the trench from caving in while pipe laying is in progress; and removing sheeting from the trench after pipe has been laid.
- D. Bottom of Catch Basin Preparation
 - 1. Where rock, hard pan, boulders or other material which might damage the catch basin are encountered, the subsurface shall be over excavated 4 inches below the required grade and replaced with structural fill.
 - 2. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill and compact to density equal to or greater than requirements for subsequent fill material.
- E. Bottom of Trench Preparation
 - 1. Where rock, hard pan, boulders or other material which might damage the pipe are encountered, the bottom of the trench shall be over excavated 4 inches below the required grade and replaced with Stabilization Material. Otherwise, the bottom of the trench shall be over excavated 6 inches or 1/12 the outside diameter of the pipe, whichever is greater, below the required grade and replaced with Pipe Zone Backfill.
 - 2. The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 1 inch or greater in any dimension, or as recommended by the pipe

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

manufacturer, whichever is smaller, shall be removed to avoid point bearing.

- A. Minimum cover over the top of the pipe, including any paving, shall be as follows:
 - 1. Water supply piping: 4 feet minimum from finish grade.
- B. Grading of trenches shall be performed to avoid interference of water and sewer lines with other underground utilities and structures:
 - 1. Water supply piping: Unless otherwise indicated, trenches shall be graded to avoid high points in the waterline.
- C. The width of trench, measured at the top of the pipe, shall be as narrow as possible; not to be wider than 12 inches on each side of water pipe.
- D. Excavation manholes, concrete valve boxes, and similar structures shall be sufficient to leave at least 12 inches in the clear between the outer surfaces and the embankment or timber that may be used to hold and protect the banks.
- E. Excess materials shall be hauled away from the construction site or otherwise disposed of by the CONTRACTOR as approved by the ENGINEER.

301.03 BACKFILLING

- A. The excavations shall not be backfilled until the utilities systems as installed conform to the requirements of the Drawings and Specifications.
- B. Excavations shall be backfilled to the proper surface with material as shown or specified. Excavations improperly backfilled shall be reopened to the depth required for correction, then refilled and compacted as specified, or the condition shall be otherwise corrected as approved.
- C. PIPE ZONE BACKFILL:
 - 1. Prepare an acceptable pipe bedding consisting of six inches of compacted material meeting requirements of 201.01 A in the bottom of the trench or on a built-up foundation if conditions warrant. All piping shall be protected from lateral displacement and possible damage resulting from pact or unbalanced loading during backfilling operations by being adequately bedded.
 - 2. Place and compact bedding material from pipe foundation to 12 inches above top of pipe. Deposition and compaction of bedding materials shall be done simultaneously and uniformly on both sides of the pipe. All pipe zone materials shall be placed carefully in the trench to avoid any damage to the pipe.

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

- D. GRANULAR BACKFILL:
 - 1. The pipe trench outside of the pipe zone shall be backfilled with granular backfill.
 - 2. Material shall be placed and compacted in layers not exceeding 12 inches.
- E. Each lift shall be evenly spread and moistened or dried by disk harrowing or other means so that the required density will be produced.
- F. Backfill around valves with sand bedding material.
- G. Care shall be exercised so that when backfilling is complete and settlement has taken place, all existing pipes, flumes, ditches, conduits, cables, walks, curbs, and other improvements will be on the same alignment and grade as they were before WORK commenced.

301.04 COMPACTION

- A. Compaction shall be the responsibility of the CONTRACTOR. He shall select the methods to be used and carefully perform the WORK of backfilling and compaction so as to prevent damage to new or existing piping. Any new or existing piping damaged during the CONTRACTOR's WORK shall be replaced as directed by the ENGINEER with new piping.
- B. BACKFILL COMPACTION REQUIREMENTS:
 - 1. Under pavements, or other surface improvements, the road base shall be compacted to 97% of the modified proctor density as determined by ASTM 1557.
 - 2. In shoulders and other unimproved areas, the average density shall be 90 per cent of laboratory maximum density with no individual test lower than 86 per cent of the laboratory maximum density, as determined by AASHTO Designation T-180.
- C. Methods of compaction include mechanical compaction only. Authorization by the ENGINEER to use any method does not relieve the CONTRACTOR of his responsibility to meet the specified density requirements. Compaction shall be performed in strict accordance with the manufacturer's recommendations for each type of pipe.
- D. MECHANICAL COMPACTION:

Shall be accomplished by the use of sheep's-foot rollers, pneumatic tire rollers, vibrating rollers, or other mechanical tampers of a size and type necessary to achieve the required degree of compaction.
- E. Water jetting shall not be allowed.

301.05 DEWATERING

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

- A. The CONTRACTOR shall do all pumping, shall build all drains, and do all the WORK necessary to keep the trench and pipes free from water during the progress of the WORK.
- B. In wet trenches, a channel shall be kept open along the side of the pipe for conducting the water to a sump hole, from which it shall be pumped out of the trench. No water shall be allowed to enter the pipe.
- C. All dewatering costs shall be included in the CONTRACTOR'S Bid.

301.06 FIELD QUALITY CONTROL

- A. The OWNER, at its expense, shall employ an independent testing laboratory to perform field and laboratory density tests. The CONTRACTOR shall coordinate with the ENGINEER in directing testing laboratory personnel in performing field density tests or taking samples for laboratory tests. In general, tests and samples shall be made as the WORK proceeds. The CONTRACTOR shall promptly report the results of the density tests to the ENGINEER.
- B. The ENGINEER will direct testing laboratory to perform field density tests of compacted backfill materials. The approximate location and number of such tests shall be as shown on the drawings, or as selected by the ENGINEER. Field density tests shall be performed at frequencies and locations satisfactory to the organization which granted the permit to excavate in a public right-of-way or generally outlined below:
 - 1. In planted or unimproved areas:
 - a. 18 inches above the top of the pipe
 - b. Finished grade
 - 2. In streets, roads, parking lots or other paved areas:
 - a. 18 inches above the top of the pipe
 - b. 24 inches to 36 inches below the gravel road base
 - c. Gravel road base sub-grade
 - d. Top of gravel road base
 - e. Top of bituminous surface course
- C. Copies of test results prepared by the testing laboratory will be transmitted to the ENGINEER at the same time they are transmitted to the CONTRACTOR.

SECTION 02220 – EXCAVATING, BACKFILLING AND COMPACTION

- D. Successful performance of field density tests by the testing laboratory shall not relieve the CONTRACTOR of his responsibility to meet the specified density requirements for the complete project.

301.07 FINAL GRADING

- A. The roadway including shoulders, slopes, ditches, and borrow pits shall be smoothly trimmed, and shaped by machinery, or other satisfactory methods, to the lines, grades, and cross-sections, as established, and shall be so maintained until accepted. Any surplus material not suitable for spreading along the road to widen the existing shoulder or raise the grade shall be hauled away or disposed of near the site as directed by the ENGINEER.

- END OF SECTION -

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

PART 1 - GENERAL

101.1 GENERAL

- A. The WORK of this section includes the restoration of all existing improvements damaged or altered by the construction of the project.
- B. Existing improvements shall include but are not limited to permanent surfacing, curbs, gutters, sidewalks, planted areas, ditches, driveways, culverts, fences, walls, signs, mailboxes, and sprinkling appurtenances. All improvements shall be reconstructed to equal or better, in all respects, than the existing improvements which were removed. Said existing improvements shall be reconstructed in accordance with the notes and details shown on the drawings and/or the applicable provision of these Specifications.

101.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are trained and experienced in the type of construction required.
- B. The quality of the finished restored improvement, as determined by the OWNER, shall be of equal or better quality than was said improvement prior to being damaged or removed.
- C. All WORK performed in the public right of way shall conform to the standards, regulations, and requirements of the applicable governmental agency responsible for the maintenance of the public right of way.

101.3 REFERENCES

- A. State of Utah Standard Specifications for Road and Bridge Construction, latest edition including all addendums.

101.4 SUBMITTALS

- A. Submit to ENGINEER written evidence of approval of base course and surface coarse aggregate gradation approval by the State of Utah or by Utah County, as applicable, for WORK in public rights-of-way.

PART 2 - PRODUCTS

201.01 MATERIALS - GENERAL

- A. As required to complete the restoration of existing improvements and shall be at least equal to original improvement at the time of damage or removal, as determined by the OWNER of said improvement, and shall match original construction in finish and dimension.

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

- B. Shall be in accordance with requirements of local jurisdiction having authority. Obtain approval of all materials from local jurisdiction having authority prior to ordering or delivering.

201.02 CLEAN GRAVEL FOR ROADWAY SHOULDER (Not Used)

201.03 UNTREATED BASE COURSE

- A. Shall be in accordance with State of Utah Standard Specifications for Road and Bridge Construction, paragraphs 301.02 and 301.13, one-inch gradation:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1-inch	100
1/2-inch	79-91
#4	49-61
#16	27-35
#200	7-11

201.04 BITUMINOUS PRIME COAT

- A. Shall be MC 70-250 asphalt, unless otherwise required by local jurisdiction having authority.

201.05 BITUMINOUS SURFACE COURSE

- A. Shall be plant mix in accordance with State of Utah Standard Specifications for Road and Bridge Construction, Section 402, in accordance with the following gradation. Actual mix design to be used shall be as approved by local jurisdiction having authority. No more than 15 percent reclaimed asphalt pavement is allowed.

3/4-INCH GRADATION

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/4-inch	100
3/8-inch	75-91
#4	46-62
#50	11-23
#200	5-9

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

1/2-INCH GRADATION

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1/2-inch	100
#4	60-80
#16	28-42
#50	11-23
#200	5-9

201.06 CONCRETE

- A. Concrete for curbs, gutters, sidewalks, and driveways shall be Class AA(AE) conforming to the requirements of paragraph 505.04 of the State of Utah Standard Specification for Road and Bridge Construction, including the following requirements:
1. Coarse aggregate size: $\frac{3}{4}$ " to No. 4
 2. Maximum water/cement: 5.0 gallons/sack
 3. Minimum cement content: 6.5 sacks/cubic yard
 4. Required mix design compressive strength: 5,210 psi
 5. Minimum 28-day compressive strength: 4,000 psi

201.07 SOD AND VEGETATION

- A. All materials shall be from sources approved by the ENGINEER; however, such approval does not relieve the CONTRACTOR from responsibilities for growth, maintenance, and replacement as specified herein.
- B. TOPSOIL:
1. Topsoil shall be fertile, friable, natural loam, surface soil, reasonably free of clay lumps, brush weeds, and other litter, and free of rocks, stumps, stones larger than 2 inches in any dimension, and other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than four inches.
 2. Do not obtain from bogs or marshes.

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

PART 3 - EXECUTION

301.01 PREPARATION

- A. Obtain all permits necessary for the restoration of existing surface improvements.
- B. Protect all public and private property adjacent to the WORK. Exercise due caution to avoid damage to such property.

301.02 GENERAL RESTORATION REQUIREMENTS

- A. All improvements damaged or removed shall be restored in accordance with local jurisdiction having authority. In case of conflict between these specifications and local authority specifications, the local authority shall govern.
- B. Repair or replace all existing surface improvements, which were damaged or removed as a result of operations of WORK under this contract. Restoration shall be of at least equal quality and identical in dimension to original improvement unless specifically specified otherwise.

301.03 ASPHALTIC CONCRETE SURFACED AREAS

- A. Where trenches are excavated through asphaltic concrete surfaced areas such as roads, driveways or parking areas, the surface shall be restored by preparing the subgrade, placing base course(s), placing tack and prime coats, and placing the asphaltic concrete surface course(s).
- B. Subgrade preparation shall conform to applicable parts of paragraphs 208.02 and 209.01 through 209.03 of the State of Utah Standard Specifications for Road and Bridge Construction:
 - 1. Average of field density determination shall be 97 percent of the maximum dry density, with no determination lower than 92 percent.
 - 2. The maximum dry densities shall be determined in accordance with the following:
 - a. A-1 soils: AASHTO Designation T-180, Method D.
 - b. All other soils: AASHTO Designation T-99, Method D.
- C. Thickness of base course shall be eight inches minimum and surface course shall be three inches minimum.
- D. Placing and compaction of base course shall conform to applicable parts of Section 301 of the State of Utah Standard Specifications for Road and Bridge Construction, excluding pay factor allowances.
- E. PRIME COAT:

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

1. Base course shall be primed, unless otherwise required by local jurisdiction having authority.
2. Ensure base course is dry and free of loose or foreign material before priming.
3. Apply primer over prepared base course at a uniform rate of 0.25 gallon per square yard, unless otherwise required by manufacturer. Ensure primer is at temperature recommended by manufacturer.
4. Allow to cure and dry as long as required to attain penetration and evaporation of the volatiles but in no case less than one hour.
5. Where a surface is over primed, resulting in a film of free liquid asphalt, it shall be blotted by spreading a light, uniform layer of blotter materials.
6. An under primed surface shall immediately receive another application of prime coat.
7. The temperature range of the prime coat at the time of application shall be such that the viscosity will be between 50 and 100 centistokes as determined in accordance with ASTM Designation D-2170.
8. Maintain the primed surface until the next course is placed. Maintenance shall include spreading any necessary additional blotter material, replacing all portions of prime coat that have been destroyed, and patching any breaks in the primed surface. Any primed area that has become fouled by traffic, or otherwise, shall be cleaned before the next course is placed.
9. Under no circumstances shall traffic be permitted to travel over freshly primed surface. If detours cannot be provided, restrict operation to a width that will permit at least one-way traffic over the remaining portion of the roadbed. If one-way traffic is provided, the traffic shall be controlled in accordance with local jurisdiction having authority.

F. TACK COAT:

1. Tack coat shall be applied at the rate of 0.05 to 0.15 gal/SY. A hand sprayer or brush shall be used to apply tack coat to vertical faces of previously constructed bituminous pavement (over ½ hour hence) prior to placing an adjacent or parallel pass, curbs, gutters, slab edges, and all structures to be in actual contact with the bituminous pavement. Tack coat shall also be applied uniformly at the same rate to the horizontal top surface of each lift of bituminous pavement prior to placing the next lift of bituminous pavement to promote a bond between the two courses of pavement. None of the

SECTION 02590 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

material shall penetrate into the pavement and for this reason the application should be limited.

2. Prior to applying the material, the surface to be treated shall be swept or flushed free of dust or other foreign material.
 3. Protect all surfaces not required to receive tack coat from any inadvertent application.
 4. The temperature range of the tack coat at the time of application shall be such that the viscosity will be between 50 and 100 centistokes as determined in accordance with ASTM Designation D-2170.
 5. Under no circumstances shall traffic be permitted to travel over the tacked surface. If detours cannot be provided, restrict operation to a width that will permit at least one-way traffic over the remaining portion of the roadbed. If one-way traffic is provided, the traffic shall be controlled in accordance with governing authority.
 6. After application of tack coat, sufficient time shall be given to allow for complete separation of asphalt and water before paving operations begin. The tack coat shall be applied on only as many surfaces as will be paved against in the same day.
- G. Mixing, placing, spreading and compaction of bituminous surface course shall conform to applicable parts of Section 402 of the State of Utah Standard Specifications for Road and Bridge Construction, excluding pay factor allowances.
- H. Any painted traffic lanes, markings, and parking lot striping disturbed during construction shall be repainted in the same location with materials meeting the standards of the local jurisdiction having authority.

301.04 PLANTED AREAS

- A. Prior to placing topsoil, examine and repair the subgrade as necessary to assure a smooth and even surface, which will match grade and contours of surrounding undisturbed ground. Finish grade construction areas to match grade prior to construction activities. Assure that a positive slope away from all building walls is maintained for at least ten feet to prevent runoff from approaching walls.
- B. **SPRINKLING SYSTEMS:**
1. Restore all sprinkling systems disturbed, removed, or damaged by construction operations in a condition at least equal to that prior to construction.

301.05 MISCELLANEOUS IMPROVEMENTS

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

- A. All other improvements interrupted or removed to permit the construction specified herein shall be restored. Miscellaneous improvements to be restored shall include, but shall not be limited to, the following:

Culverts

Canals and Canal Structures

Bridges and Bridge Abutments

Fences

301.06 EXISTING UTILITIES AND IMPROVEMENTS

- A. GENERAL:

The CONTRACTOR shall protect all utilities and other improvements, which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements indicated by utility owners that will be encountered in his construction operations at least 100 feet ahead of the construction activity, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the ENGINEER. The OWNER anticipates being able to modify its designated test station or other excavation location in the case that such location is found to conflict with existing utilities.

- B. UTILITIES TO BE MOVED:

In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon proper application by the CONTRACTOR, be notified by the ENGINEER to move such property within a specified reasonable time, and the CONTRACTOR shall not interfere with said property until after the expiration of the time stipulated.

- C. OWNER'S RIGHT OF ACCESS:

The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.

- D. KNOWN UTILITIES:

Existing utility lines, the locations of which are made known to the CONTRACTOR prior to excavation that are to be retained, and all utility lines that are constructed during excavation operations shall be protected

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the CONTRACTOR at his expense.

E. UNKNOWN UTILITIES:

In the event that the CONTRACTOR damages any existing utility lines, the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provision for changes and extra WORK contained in Article 10 of the General Conditions.

F. COSTS BORNE BY OTHERS:

All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated by the utility OWNER with reasonable accuracy, will be paid for as extra WORK in accordance with the provisions of Article 10 of the General Conditions if the OWNER requires the CONTRACTOR to man such costs; or such repair WORK may be performed by the utility OWNER.

G. UTILITIES TO BE REMOVED:

When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of the service.

H. APPROVAL OF REPAIRS:

All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement OWNER before being concealed by backfill or other WORK.

I. RELOCATION OF UTILITIES:

Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the CONTRACTOR shall at his own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

J. MAINTENANCE IN SERVICE:

**SECTION 02590 – PROTECTION AND RESTORATION
OF EXISTING IMPROVEMENTS**

All oil and gasoline pipelines, power and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall make good all damage due to his operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

301.07 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipeline; all buried electric power, communications or television cables; all traffic signal and street lighting facilities; and all roadway and state highway right-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than three (3) working days nor more than five (5) working days prior to excavation so that a representative of said OWNERS or agencies can be present during such WORK if they so desire.

- END OF SECTION -

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. This Section covers cast-in-place concrete.

1.2 RELATED WORK

- A. Related work specified in other Sections includes, but is not limited to:

- 1. Section 01300 Contractor Submittals
- 2. Section 02220 Excavation, Backfilling, and Compaction.

1.3 REFERENCES

- A. Work covered by this Specification shall meet or exceed the provisions of the latest editions of the following Codes and Standards in effect at the time of award of the Contract. The publications are referred to in the text by basic designation only.

- B. AMERICAN CONCRETE INSTITUTE (ACI)

- 1. ACI 117 Specifications for Tolerances for Concrete Construction and Materials and Commentary
- 2. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
- 3. ACI 301 Structural Concrete for Buildings
- 4. ACI 305R Hot Weather Concreting
- 5. ACI 306R Cold Weather Concreting
- 6. ACI 318 Building Code Requirements for Structural Concrete and Commentary
- 7. ACI 350R Code Requirements for Environmental Engineering Concrete Structures and Commentary

- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- 1. ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
- 2. ASTM C 33 Standard Specification for Concrete Aggregates
- 3. ASTM C 39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- 4. ASTM C 42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- 5. ASTM C 78 Standard Test Method for Flexural Strength of Concrete (Using

- 6. ASTM C 94 Simple Beam With Third-Point Loading)
- 7. ASTM C 109 Standard Specification for Ready-Mixed Concrete
- 8. ASTM C 143 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)
- 9. ASTM C 150 Standard Test Method for Slump of Hydraulic-Cement Concrete
- 10. ASTM C 171 Standard Specification for Portland Cement
- 11. ASTM C 172 Standard Specification for Sheet Materials for Curing Concrete
- 12. ASTM C 173 Standard Specification for Sampling Freshly Mixed Concrete
- 13. ASTM C 192 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- 14. ASTM C 231 Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
- 15. ASTM C 260 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- 16. ASTM C 309 Standard Specification for Air-Entraining Admixtures for Concrete
- 17. ASTM C 494 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- 18. ASTM C 618 Standard Specification for Chemical Admixtures for Concrete
- 19. ASTM C 1107 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
- Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

D. NSF INTERNATIONAL (NSF)

- 1. NSF/ANSI 61 Drinking Water System Components - Health Effects.

1.4 DEFINITIONS

- A. Average Strength (f_{cr}): The required average strength for 30 consecutive strength tests which statistically assures not more than the permissible proportions of tests will fall below Specified Strength.
- B. Specified Strength (f_c'): The indicated strength.

1.5 SUBMITTALS

- A. The following shall be submitted in accordance with Section 01300 – Contractor Submittals.
- B. The results of trial mix designs along with a statement giving the maximum nominal coarse aggregate size and the proportions of all ingredients that will be used in the manufacture of each strength of concrete, at least 14 days prior to commencing concrete placing operations. Aggregate weights shall be based on the saturated surface dry condition. The statement shall be accompanied by test results from an independent commercial testing laboratory, attesting that the proportions selected will produce concrete of the qualities indicated. No substitutions shall be made in the materials used in the work without additional tests to show that the quality of the concrete is satisfactory. Indicate whether mixes have been designed for pumping. Include in the report the following information:

1. Water-cement ratio.
 2. Proportion of materials in the mix.
 3. Source and type of cement.
 4. Analysis of water to be used unless potable.
 5. Type and name of admixtures applied. Indicate when accelerating or retarding admixtures are to be used and the resulting change in placement times.
 6. Slump, air content and temperature of samples.
 7. Unit weight of fresh and dry light weight concrete.
- C. Preapproved Mix Design Data: If supplier has on record, an OWNER approved mix design, submit name and address of supplier for each mix design 1 day prior to using concrete mix.
- D. Certified copies of laboratory test reports, including all test data, for aggregate, admixtures, and curing compound. These tests shall be made by an approved commercial laboratory or by a laboratory maintained by the manufacturers of the materials.
- E. Cementitious Materials showing Manufacturer's certification of compliance, accompanied by mill test reports attesting that the materials meet the requirements of the specification under which it is furnished, for cement and pozzolan.

1.6 QUALITY ASSURANCE

- A. Do not change material sources, type of cement, air-entraining agent, water reducing agent, other admixtures, or aggregate without ENGINEER'S approval.
- B. In proportioning materials for mixing, use scales certified by the State of Utah. Do not use volume measurement except for water and liquid admixtures.
- C. Do not change the quantity of cement per cubic yard for approved mix design without written approval of ENGINEER.
- D. Use of admixtures will not relax hot or cold weather placement requirements.
- E. Ready-mixed concrete to be in accordance with Alternate No. 3 of ASTM C-94 and the requirements in this Section.
- F. Tolerances for concrete construction and materials shall be in accordance with ACI 117.

1.7 PRODUCT STORAGE AND HANDLING

- A. Store bagged and bulk cement in weatherproof enclosures to exclude moisture and contaminants.
- B. Stockpile aggregate to avoid segregation and prevent contamination.
- C. Avoid contamination, evaporation, or damage to admixtures. Protect liquid admixtures from freezing.

1.8 MEASUREMENT AND PAYMENT

- A. Cast-in-place concrete shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

PART 2 PRODUCTS

2.1 ADMIXTURES

- A. Air Entrainment: ASTM C 260.
- B. Later Reducing and Set Retarding Agents: ASTM C494.
 - 1. Type A: Set water reducing.
 - 2. Type B: Set retarding.
 - 3. Type C: Set accelerating.
 - 4. Type D: Water reducing and set retarding.
 - 5. Type E: Water reducing and set accelerating.
 - 6. Type F: High range water reducing (super plasticizer).*
 - 7. Type G: High range water reducing and set retarding.*
- * The relative durability factor of water reducing admixtures shall not be less than 80 and the chlorides content (as Cl⁻) expressed as a percent of the cement shall not exceed 0.1 percent by weight.
- C. Calcium Chloride: None allowed.
- D. Pozzolan: Pozzolan conforming to the requirements of ASTM C 618, Class F, is allowed as a Portland cement replacing agent under the following conditions:
 - 1. The maximum percentage of Portland cement replacement is:
 - a. 15 percent, for concrete exposed to weather.
 - b. 20 percent, for interior concrete.
 - 2. Pozzolan should not exceed 25% by weight of the cement plus pozzolans.
 - 3. The minimum cement content shall be used in the design formulas before replacement is made.
 - 4. Loss of ignition of pozzolan is less than 3 percent and the water requirement does not exceed 100 percent.
 - 5. All other requirements of this section still apply.
 - 6. Mix designs including trial batches are required for each aggregate source and for each concrete class.
- E. Cementitious Materials showing Manufacturer's certification of compliance, accompanied by mill test reports attesting that the materials meet the requirements of the specification under which it is furnished, for cement and pozzolan.

2.2 CEMENTITIOUS MATERIALS

- A. Cementitious materials shall each be of one type and from one source when used in concrete which will have surfaces exposed in the finished structure. Cementitious materials shall each be of one type and from one source when used in concrete which will have surfaces exposed in the finished structure. Cementitious materials shall conform to one of the following:
1. Cement: Use Portland cement, ASTM C 150, Type II, Type IIA, or Type V, low alkali, unless noted otherwise.
 2. Portland - Pozzolan Cement: ASTM C-595, Type IP-A(MS). Do not use Pozzolan cement unless approved by ENGINEER
- B. Only one brand of cement from one manufacturing plant may be used.

2.3 AGGREGATES

- A. Aggregates shall be natural aggregates, free from deleterious coatings, and shall conform to the requirements of ASTM C 33, except as modified herein. Aggregates shall not be potentially reactive as defined in Appendix XI of ASTM C 33. CONTRACTOR shall import nonreactive aggregates if local aggregates are reactive.
- B. Fine Aggregates
1. Fine aggregate shall consist of clean, sharp, natural sand and shall conform to the requirements of ASTM C 33. Fine aggregate shall be graded as follows:

FINE AGGREGATES	
Sieve Size	Percent Passing by Weight
3/8 inch	100
#4	95-100
#8	80-100
#16	50-85
#30	25-60
#50	10-30
#100	2-10

2. Fine aggregates shall have no more than two percent by weight passing #200 sieve.
- C. Coarse Aggregate
1. Coarse aggregate shall be washed gravel or crushed stone, or a combination of these materials, consisting of hard, tough, durable particles free from adherent coatings. It shall contain no more than 15 percent flat or elongated particles. A thin, flat or elongated particle is defined as a particle having a maximum dimension in excess of five times its minimum dimension. Aggregate which has disintegrated or weathered badly under exposure conditions similar to those which will be encountered in the work under consideration shall be not be used. Coarse aggregate shall be graded as follows (ASTM C 33):

COARSE AGGREGATES	
Sieve Size	Percent Passing by Weight
1-1/2 inch	100
1 inch	95-100
1/2 inch	25-60
#4	0-10
#8	0-5

2. Coarse aggregates shall have no more than 1.75 percent by weight passing #200 sieve. Proof of gradation will be provided to ENGINEER by CONTRACTOR.

2.4 ACI MIX DESIGN

- A. The amount by which the average strength (f_{cr}) of a concrete mix exceeds the specified compressive strength (f'_c) shall be based upon no more than 1 in 100 random individual strength tests falling more than 500 psi below the specific strength.
- B. Proportion the materials in accordance with ACI 211.1, 211.2 or 211.3 as applicable to produce concrete having the properties or limitations of Table No. 03 30 00-A.

2.5 HAND MIXING

- A. Do not hand mix batches exceeding 0.5 cubic yards.
- B. Hand mix only on watertight platform. Mix cement and aggregate prior to adding water.
- C. Ensure all stones are thoroughly covered with mortar and mixture is of uniform color and consistency.

2.6 HEATING, WATER AND AGGREGATE

- A. Do not allow products of fuel combustion to contact the aggregate.
- B. Heat mixing water to maximum temperature of 150 degrees F. Heat aggregates uniformly.
- C. Do not mix cement with water and aggregate at a mix temperature greater than 100 degrees F.

2.7 WATER

- A. Water shall be potable, except that non-potable water may be used if it produces mortar cubes having 7- and 28-day strengths at least 90 percent of the strength of similar specimens made with water from a municipal supply. The strength comparison shall be made on mortars, identical except for mixing water, prepared and tested in accordance with ASTM C 109. Water for curing shall not contain any substance injurious to concrete, or which causes staining.

2.8 PROPORTIONS OF MIX

- A. Mixture Proportioning, Normal Weight Concrete: All concrete that must be watertight

and resistant to freeze-thaw cycles and to naturally occurring or commonly used chemicals should be air entrained. All materials should be proportioned to produce a well-graded mixture of high density and maximum workability with a minimum specified 28 day compressive strength of concrete classification. Trial batches shall contain materials proposed to be used in the project. Trial mixtures having proportions, consistencies and air content suitable for the work shall be made based on methodology described in ACI 211.1, using at least three different water-cement ratios. Trial mixes shall be proportioned to produce concrete strengths specified. In the case where ground iron blast-furnace slag is used, the weight of the slag will be substituted in the equations for the term P which is used to denote the weight of pozzolan. Trial mixtures shall be designed for maximum permitted slump and air content. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio at least three test cylinders for each test age shall be made and cured in accordance with ASTM C 192. They shall be tested at 7 and 28 days in accordance with ASTM C 39. From these test results a curve shall be plotted showing the relationship between water-cement ratio and strength. Maximum water-cement or water-cement plus pozzolan Ratio: 0.45.

- B. Average Strength: In meeting the strength requirements specified, the selected mixture proportion shall produce an average compressive strength exceeding the specified strength by the amount indicated below. Where a concrete production facility has test records, a standard deviation shall be established. Test records from which a standard deviation is calculated shall represent materials, quality control procedures, and conditions similar to those expected; shall represent concrete produced to meet a specified strength or strengths within 1000 psi of that specified for proposed work; and shall consist of at least 30 consecutive tests. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days or at other test age designated for determination of the specified strength.

TABLE NO. 03 30 00-A

CONCRETE MIX PROPERTIES (e)			
CONCRETE PROPERTIES	CONCRETE CLASSIFICATION(S)		
	Class 4000	Class 3500	Class 3000
Specified Compressive Strength f_c' at 28 days, min., psi	4000	3500 (d)	3000 (d)
Compressive Strength at 7 days, min., psi (a)	2680	2345	2010
Cement content (94 lb. sacks of cement per cubic yard of concrete), min. (b)	6.0	5.75	5.5
Entrained air content, (% by volume).	6±1	6±1	6±1
Slump Range, in. (c)	1 - 4 (f)	2 - 4	2 - 4

- (a) Used for monitoring purposes only.
- (b) May include pozzolan replacements if approved by ENGINEER.
- (c) Not more than 8 inches after adding high range water reducing admixture (superplasticizer) at site.
- (d) Not allowed if concrete is exposed to freezing and thawing temperatures. Use Class 4000 or higher compressive strength and 6 ± 1.0 percent air entrainment.
- (e) All mix designs must be approved by ENGINEER.
- (f) 1-3" for footings, sub-structural walls and 1-4" for slabs, beams, reinforced walls and columns.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACES

- A. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Conduit and other similar items shall be in place and clean of any deleterious substance.
- B. Foundations: Earthwork shall be as specified. Flowing water shall be diverted without washing over freshly deposited concrete. Rock foundations shall be cleaned by high velocity air-water jets, sandblasting, or other approved methods. Debris and loose, semi-detached or unsound fragments shall be removed. Rock surfaces shall be moist but without free water when concrete is placed. Semi porous subgrades for foundations and footings shall be damp when concrete is placed. Pervious subgrades shall be sealed by blending impervious material with the top 6 inches of the in-place pervious material or by covering with an impervious membrane.
- C. Preparation of Previously Placed Concrete: Concrete surfaces to which other concrete is to be bonded shall be roughened in an approved manner that will expose sound aggregate uniformly without damaging the concrete. Laitance and loose particles shall be removed. Surfaces shall be moist but without free water when concrete is placed.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Embedded items shall be free from oil, loose scale or rust, and paint. Embedded items shall be installed at the locations indicated and required to serve the intended purpose. Voids in sleeves, slots and inserts shall be filled with readily removable material to prevent the entry of concrete.

3.3 BATCHING, MIXING AND TRANSPORTING CONCRETE

- A. Ready-mixed concrete shall be batched, mixed and transported in accordance with ASTM C 94, except as otherwise specified. Truck mixers, agitators, and non-agitating units shall comply with NRMCA TMMB-1. Ready-mix plant equipment and facilities shall be certified in accordance with NRMCA-QC 3.
- B. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quantity and quality of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by ENGINEER.
- C. Truck mixers and their operation must be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than 1 inch when the specified slump is 3 inches or less, or more than 2 inches when the specified slump is more than 3 inches, the mixer shall not be used on the work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus,

condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.

- D. Admixtures: Admixtures shall be batched within an accuracy of 3 percent. Where two or more admixtures are used in the same batch, they shall be batched separately and must be compatible. Retarding admixture shall be added within one minute after addition of water is complete or in the first quarter of the required mixing time, whichever is first. Superplasticizing admixtures shall be added at the project site, and the concrete with the admixture shall be mixed 4 to 5 minutes before placing as recommended by manufacturer. Concrete that shows evidence of total collapse or segregation caused by the use of admixture shall be removed from the site.
- E. Control of Mixing Water: No water from the truck system or elsewhere shall be added after the initial introduction of mixing water for the batch. No water shall be added at the jobsite without the approval of ENGINEER.

3.4 SAMPLING AND TESTING

- A. Concrete shall be sampled and tested.
 - 1. Aggregates: Aggregates for normal weight concrete shall be sampled and tested in accordance with ASTM C 33.
 - 2. Sampling of Concrete: Samples of concrete for air, slump, unit weight, and strength tests shall be taken in accordance with ASTM C 172.
 - a. Air Content: Test for air content shall be performed in accordance with ASTM C 173 or ASTM C 231. A minimum of 1 test shall be conducted each time a slump test is made.
 - b. Slump: At least 1 slump test shall be made on randomly selected batches of each mixture of concrete for every 100 cubic yards of ready-mixed concrete delivered to the job site. Also note the time batched at the plant and the starting time when unloading began at the site. Tests shall be performed in accordance with ASTM C 143.
 - c. Temperature: Concrete and air temperatures shall be measured and recorded with each set of cylinders and the air temperature shall also be recorded when the air temperature at the site is 40 degrees F or below and/or 90 degrees F or above.
 - 3. Evaluation and Acceptance of Concrete

- a. Frequency of Testing: Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100 cubic yards of concrete, nor less than once for each 3000 square feet of surface area for slabs or walls. If this sampling frequency results in less than 5 strength tests for a given class of concrete, tests shall be made from at least 5 randomly selected trucks or from each truck if fewer than 5 truck loads are used. Field cured specimens for determining form removal time or when a structure may be put in service shall be made in numbers directed to check the adequacy of curing and protection of concrete in the structure. The specimens shall be removed from the molds at the age of 24 hours and shall be cured and protected, insofar as practicable, in the same manner as that given to the portion of the structure the samples represent.
 - b. Testing Procedures: Cylinders for acceptance tests shall be molded and cured in accordance with ASTM C 31. Cylinders shall be tested in accordance with ASTM C 39. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days or at another specified test age.
 - c. Evaluation of Results: Concrete specified on the basis of compressive strength will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the specified strength and no individual strength test result falls below the required strength by more than 500 pounds per square inch.
 - d. Unless noted otherwise, make a minimum of five (5) concrete cylinders each time a test is required. When concrete is being placed in suspended slabs, beams and retaining walls make two (2) extra cylinders which must be cured on site. The extra cylinders will be used to determine when to remove forms and/or when to backfill.
- B. Investigation of Low-Strength Test Results: When any strength test of standard-cured test cylinder falls below the specified strength requirement by more than 500 pounds per square inch, or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that load-carrying capacity of the structure is not jeopardized. Nondestructive testing in accordance with ASTM C 597, ASTM C 803 or ASTM C 805 may be permitted by ENGINEER to determine the relative strengths at various locations in the structure as an aid in evaluating concrete strength in place or for selecting areas to be cored. Such tests, unless properly calibrated and correlated with other test data, shall not be used as a basis for acceptance or rejection. When strength of concrete in place is considered potentially deficient, cores shall be obtained and tested in accordance with ASTM C 42. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location of cores shall be determined by ENGINEER to least impair the strength of the structure. If the concrete in the structure will be dry under service conditions, the cores shall be air dried (temperature 60 to 80 degrees F, relative humidity less than 60 percent) for seven days before testing and shall be tested dry. If the concrete in the structure will be more than superficially wet under service conditions, the cores shall be tested after moisture conditioning in accordance with ASTM C 42. Concrete in the area represented by the core testing will be considered adequate if the average strength of the cores is equal to or at least 85 percent of the specified strength requirement and if no single core is less than 75 percent of the specified strength requirement. If the core tests are inconclusive or impractical to obtain, or if structural

analysis does not confirm the safety of the structure, load tests may be directed by ENGINEER in accordance with the requirements of ACI 318. Concrete work evaluated by structural analysis or by results of a load test and found deficient shall be corrected in a manner satisfactory to ENGINEER. All investigations, testing, load tests, and correction of deficiencies shall be performed, and approved by ENGINEER, at the expense of CONTRACTOR.

3.5 CONVEYING CONCRETE

- A. Concrete shall be conveyed from mixer to forms as rapidly as possible and within the time interval specified in paragraph 3.6 CONCRETE PLACEMENT by methods which will prevent segregation or loss of ingredients.
1. Chutes: When concrete can be placed directly from a truck mixer or other transporting equipment, chutes attached to this equipment may be used. Separate chutes will not be permitted except when specifically approved.
 2. Buckets: Bucket design shall be such that concrete of the required slump can be readily discharged. Bucket gates shall be essentially grout tight when closed. The bucket shall provide means for positive regulations of the amount and rate of deposit of concrete in each dumping position.
 3. Belt Conveyors: Belt conveyors may be used when approved. Belt conveyors shall be designed for conveying concrete and shall be operated to assure a uniform flow of concrete to the final place of deposit without segregation or loss of mortar. Conveyors shall be provided with positive means for preventing segregation of the concrete at transfer points and point of placement.
 4. Pumps: Concrete may be conveyed by positive displacement pumps when approved. Pump shall be the piston or squeeze pressure type. Pipeline shall be steel pipe or heavy duty flexible hose. Inside diameter of the pipe shall be at least three times the maximum size of the coarse aggregate. Distance to be pumped shall not exceed the limits recommended by the pump manufacturer. Concrete shall be supplied to the pump continuously. When pumping is completed, the concrete remaining in the pipeline shall be ejected without contaminating the concrete in place. After each use, the equipment shall be thoroughly cleaned. Flushing water shall be wasted outside the forms.

3.6 CONCRETE PLACEMENT

- A. Mixed concrete which is transported in truck mixers or agitators or concrete which is truck mixed, shall be discharged within 1-1/2 hours or before the drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates or the introduction of the cement to the aggregates. These limitations may be waived by ENGINEER if the concrete is of such slump after the 1-1/2 hour time or 300 revolution limit has been reached that it can be placed, without the addition of water to the batch. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the truck.
1. Placing Operation: Concrete shall be handled from mixer to forms in a continuous manner until the approved unit of operation is completed. Adequate scaffolding, ramps and walkways shall be provided so that personnel and equipment are not supported by in-place reinforcement. Placing will not be permitted when the sun,

heat, wind, or limitations of facilities furnished by CONTRACTOR prevent proper consolidation, finishing and curing. Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 4 feet except where suitable equipment is provided to prevent segregation and where specifically authorized. Concrete should not be allowed to drop through a cage of reinforcing steel. Depositing of the concrete shall be so regulated that it will be effectively consolidated in horizontal layers not more than 12 inches thick, except that all slabs shall be placed in a single layer. Concrete to receive other construction shall be screened to the proper level to avoid excessive shimming or grouting.

2. Consolidation: Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches or less. The vibrators shall at all times be adequate in effectiveness and number to properly consolidate the concrete; a spare vibrator shall be kept at the jobsite during all concrete placing operations. The vibrators shall have a frequency of not less than 8000 vibrations per minute, and the head diameter and amplitude shall be appropriate for the concrete mixture being placed. Vibrators shall be inserted vertically at uniform spacing over the area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator so that the area being vibrated will overlap the adjacent just-vibrated area by a few inches. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the preceding layer if there is such. Vibrator shall be held stationary until the concrete is consolidated and then withdrawn slowly. The use of form vibrators must be specifically approved. Vibrators shall not be used to transport concrete within the forms. Slabs 4 inches and less in thickness shall be consolidated by properly designed vibrating screeds or other approved technique.

B. Cold Weather Requirements: Special protection measures, approved by ENGINEER, shall be used if freezing temperatures are anticipated before the expiration of the specified curing period. Provisions should be made to keep the concrete at a minimum temperature of 50 degrees F for 7 days. The ambient temperature of the air where concrete is to be placed and the temperature of surfaces to receive concrete shall be not less than 40 degrees F. No concrete shall be placed on frozen ground. The temperature of the concrete when placed shall be not less than 55 degrees F nor more than 75 degrees F. Heating of the mixing water or aggregates will be required to regulate the concrete placing temperature. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Calcium chloride shall not be used.

C. Hot Weather Requirements: The temperature of the concrete placed during hot weather shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled, if necessary, to maintain a satisfactory placing temperature. In no case shall the placing temperature exceed 95 degrees F.

3.7 CONSTRUCTION JOINTS

A. Construction joints shall be located as indicated or approved. Where concrete work is interrupted by weather, end of work shift or other similar type of delay, location and type of construction joint shall be subject to approval of ENGINEER. Unless otherwise indicated and except for slabs on grade, reinforcing steel shall extend through construction joints. Construction joints in slabs on grade shall be keyed or doweled as

shown. Concrete columns, walls, or piers shall be in place at least 2 hours, or until the concrete is no longer plastic, before placing concrete for beams, girders, or slabs thereon. In walls having door or window openings, lifts shall terminate at the top and bottom of the opening. Other lifts shall terminate at such levels as to conform to structural requirements or architectural details. Where horizontal construction joints are required, a strip of 1-inch square-edge lumber, beveled and oiled to facilitate removal, shall be tacked to the inside of the forms at the construction joint. Concrete shall be placed to a point 1 inch above the underside of the strip. The strip shall be removed 1 hour after the concrete has been placed, and any irregularities in the joint line shall be leveled off with a wood float, and all laitance shall be removed. Prior to placing additional concrete, horizontal construction joints shall be prepared as specified in paragraph 3.1, PREPARATION OF SURFACES.

3.8 FINISHING CONCRETE

A. Formed Surfaces

1. **Repair of Surface Defects:** Surface defects shall be repaired within 24 hours after the removal of forms. Honeycombed and other defective areas shall be cut back to solid concrete or to a depth of not less than 1 inch, whichever is greater. Edges shall be cut perpendicular to the surface of the concrete. The prepared areas shall be dampened and brush-coated with neat cement grout. The repair shall be made using mortar consisting of not more than 1 part cement to 2-1/2 parts sand. The mixed mortar shall be allowed to stand to stiffen (approximately 45 minutes), during which time the mortar shall be intermittently remixed without the addition of water. After the mortar has attained the stiffest consistency that will permit placing, the patching mix shall be thoroughly tamped into place by means approved by ENGINEER and finished slightly higher than the surrounding surface. For Class A and Class B finished surfaces the cement used in the patching mortar shall be a blend of job cement and white cement proportioned to produce a finished repair surface matching, after curing, the color of adjacent surfaces. Holes left after the removal of form ties shall be cleaned and filled with patching mortar. Holes left by the removal of tie rods shall be reamed and filled by dry-packing. Repaired surfaces shall be cured as required for adjacent surfaces. The temperature of concrete, mortar patching material, and ambient air shall be above 50 degrees F while making repairs and during the curing period. Concrete with defects which affect the strength of the member or with excessive honeycombs will be rejected, or the defects shall be corrected as directed.
2. **Class A Finish:** Where a Class A finish is indicated, fins shall be removed. A mortar mix consisting of one-part Portland cement and two parts well-graded sand passing a No. 30 sieve, with water added to give the consistency of thick paint, shall be prepared. White cement shall be used to replace part of the job cement. After the surface has been thoroughly wetted and allowed to approach surface dryness, the mortar shall be vigorously applied to the area by clean burlap pads or by cork or wood-floating, to completely fill all surface voids. Excess grout shall be scraped off with a trowel. As soon as it can be accomplished without pulling the mortar from the voids, the area shall be rubbed with burlap pads until all visible grout film is removed. The rubbing pads shall have on their surfaces the same sand-cement mix specified above but without any mixing water. The finish of any area shall be completed in the same day, and the limits of a finished area shall be made at natural breaks in the

- surface. The surface shall be continuously moist cured for 48 hours. The temperature of the air adjacent to the surface shall be not less than 50 degrees F for 24 hours prior to, and 48 hours after, the application. In hot, dry weather the smooth finish shall be applied in shaded areas.
3. Class B Finish: Where a Class B finish is indicated, fins shall be removed. Concrete surface shall be smooth with a texture at least equal to that obtained through the use of Grade B-B plywood forms.
 4. Class C Finish: Where a Class C finish is indicated, fins shall be removed. Concrete surfaces shall be relatively smooth with a texture imparted by the forms used.
 5. Class D Finish: Where a Class D finish is indicated, fins exceeding 1/4 inch in height shall be chipped or rubbed off. Concrete surfaces shall be left with the texture imparted by the forms used.
- B. Unformed Surfaces: In cold weather, the air temperature in areas where concrete is being finished shall not be less than 50 degrees F in accordance with ACI 306R. In hot windy weather when the rate of evaporation of surface moisture, as determined by methodology presented in ACI 305R, may reasonably be expected to exceed 0.2 pounds per square foot per hour; coverings, windbreaks, or fog sprays shall be provided as necessary to prevent premature setting and drying of the surface. The dusting of surfaces with dry materials or the addition of water during finishing will not be permitted. Finished surfaces shall be plane, with no deviation greater than 5/16-inch when tested with a 10-foot straightedge. Surfaces shall be pitched to drains.
1. Rough-Slab Finish: Slabs to receive fill or mortar setting beds shall be screened with straightedges immediately after consolidation to bring the surface to the required finish level with no coarse aggregate visible.
 2. Float Finish: Slabs to receive a steel trowel finish and slabs where indicated shall be given a float finish. Screeding shall be followed immediately by darbying or bull floating before bleeding water is present, to bring the surface to a true, even plane. After the concrete has stiffened to permit the operation and the water sheen has disappeared, it shall be wood floated. Concrete that portrays stickiness shall be finished with a magnesium float in lieu of a wood float, and left free of ridges and other projections. Float finish is normally specified for surfaces that will receive other treatment such as built-up roofing, nonslip surfacing material. Float Finish shall not be used on wearing surfaces.
 3. Trowel Finish: Slabs where indicated, shall be given a trowel finish immediately following floating. Surfaces shall be trowelled to produce smooth, dense slabs free from blemishes including trowel marks. In lieu of hand finishing, an approved power finishing machine may be used in accordance with the directions of the machine manufacturer. A final hard steel troweling shall be done by hand. Trowel finish shall be used on wearing surfaces and where a smooth finish is required.
 4. Broom Finish: After floating, slabs where indicated, shall be lightly troweled, and then broomed with a fiber-bristle brush in a direction transverse to that of the main traffic.

3.9 CURING AND PROTECTION

- A. General: All concrete shall be cured by an approved method for the period of time given below:

Concrete with Type III cement	3 days
Concrete with Type II or IIA, or V, low alkali cement	7 days
Concrete with Type IP-A(MS) cement blended with pozzolan	10 days

- B. Immediately after placement, concrete shall be protected from premature drying extremes in temperatures, rapid temperature change, mechanical injury and injury from rain and flowing water. Air and forms in contact with concrete shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. Exhaust fumes from combustion heating units shall be vented to the outside of the enclosure and heaters and ducts shall be placed and directed so as not to cause areas of overheating and drying of concrete surfaces or to create fire hazards. All materials and equipment needed for adequate curing and protection shall be available and at the site prior to placing concrete. No fire or excessive heat shall be permitted near or in direct contact with the concrete at any time. Curing shall be accomplished by any of the following methods, or combination thereof, as approved.
- C. Moist Curing: Concrete to be moist-cured shall be maintained continuously wet for the entire curing period. If water or curing materials used stains or discolors concrete surfaces which are to be permanently exposed, the concrete surfaces shall be cleaned. When wooden forms are left in place during curing, they shall be kept wet at all times. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces, using suitable materials. Horizontal surfaces shall be cured by ponding, by covering with a 2-inch minimum thickness of continuously saturated sand, or by covering with waterproof paper, polyethylene sheet, polyethylene-coated burlap or saturated burlap. Once the moist curing has started the concrete surface must not be allowed to become surface dry for the entire curing period.
- D. Membrane Curing: Membrane curing shall not be used on surfaces that are to receive any subsequent treatment depending on adhesion or bonding to the concrete; except a styrene acrylate or chlorinated rubber compound meeting ASTM C 309, Class B requirements may be used for surfaces which are to be painted or are to receive bituminous roofing or waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing or flooring specified. Membrane curing compound shall not be used on surfaces that are maintained at curing temperatures with free steam. Curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. Surfaces shall be thoroughly moistened with water and the curing compound shall be applied to slab surfaces as soon as the bleeding water has disappeared, with the tops of joints being temporarily sealed to prevent entry of the compound and to prevent moisture loss during the curing period. Compound shall be applied in a one-coat continuous operation by mechanical spraying equipment, at a uniform coverage in accordance with the manufacturer's printed instructions. Concrete surfaces which have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage specified. On surfaces permanently exposed to view, the surface shall be shaded from direct rays of the sun for the duration of the curing period.

Surfaces coated with curing compound shall be kept free of foot and vehicular traffic, and from other sources of abrasion and contamination during the curing period.

- END OF SECTION -

SECTION 08000

SLURRY SEAL

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Stone and an asphalt binder slurry evenly spread as a roadway surface treatment.

1.2 REFERENCES

A. AASHTO Standards:

- R 9 Acceptance Sampling Plans for Highway Construction.

B. ASTM Standards:

- C 88 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
- C 117 Amount of Material Finer Than 0.075 mm Sieve in Aggregate.
- C 131 Resistance to Degradation of Small-Size coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- C 136 Sieve Analysis of Fine and Coarse Aggregates. D 5 Penetration of Bituminous Materials.
- D 36 Softening Point of Bitumen (Ring-and-Ball Apparatus). D 242 Mineral Filler for Bituminous Paving Mixtures.
- D 1664 Coating and Stripping of Bitumen-Aggregate Mixtures.
- D 2170 Kinematic Viscosity of Asphalts (Bitumens).
- D 2419 Sand Equivalent Value of Soils and Fine Aggregate. D 3319 Accelerated Polishing of Aggregates Using the British Wheel.
- D 3628 Selection and Use of Emulsified Asphalts.
- D 3740 Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D 3910 Design, Testing, and Construction of Slurry Seal.
- D 5821 Determining the percentage of Fractured Particles in Coarse Aggregate.

1.3 SUBMITTALS

A. Mix Design: Provide the following. Allow ENGINEER 10 days to evaluate the submittal.

1. Date of mix design. If older than 180 days from date of submission recertify mix design.
2. Target Grading Curve for aggregate.
3. Percentages of emulsion, aggregate, water and additives in the mix.
4. Emulsion type and time target for opening up a thoroughfare to traffic.
5. Slurry application rate.
6. Aggregate physical properties (this section article 2.4). The information is for suitability of source and not for project control. A new report may be required if aggregate source is changed. Test results shall not be older than 455 days from the date of submission.

B. Before Placement: Submit at least 48 hours before delivery:

1. List of the construction equipment that will be used.

C. Testing Report: If requested by ENGINEER, submit a report of source and field quality control testing performed by CONTRACTOR and Suppliers.

1.4 QUALITY ASSURANCE

- A. Foreman of paving crew has completed at least three (3) projects of similar size and nature.
- B. Use a laboratory that follows and complies with ASTM D 3740 requirements.
- C. Do not change approved aggregate source until ENGINEER accepts new source and new mix design.
- D. Remove any product found defective after installation and install acceptable product at no additional cost to OWNER.

1.5 WEATHER

- A. Temperature:
 - 1. Apply seal coat when air and roadbed temperatures in the shade are 45 deg F and rising.
 - 2. Do not apply seal coat if pavement or air temperature is below 55 deg F and falling or if the finished product will freeze before 24 hours.
- B. Moisture: Do not apply seal coat during rain, unsuitable weather, or if humidity prolongs curing.

1.6 NOTICE

- A. Follow Laws and Regulations concerning when and to whom notices are to be given at least three (3) days before applying slurry seal.
- B. Indicate application time and when new surface can be used.
- C. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- D. Should work not occur on specified day, send a new notice

1.7 ACCEPTANCE

- A. General:
 - 1. Acceptance is by Lot.
 - 2. If non-complying material has been installed and no price for the material is specified, apply pay adjustment against cost of work requiring material as part of its installation.
 - 3. Observation of CONTRACTOR's field quality control testing does not constitute acceptance. Such testing; however, may be used by ENGINEER for acceptance if requirements are met.
 - 4. Opening slurry seal surface to traffic does not constitute acceptance.
- B. Slurry Seal Materials:
 - 1. Asphalt Binder: Acceptance is not specified in this Section.
 - 2. Aggregate Source: Verify suitability of aggregate source.
 - 3. Aggregate: Lot size is one (1) day production with 300 tons sublots. Collect Samples randomly before mixing. Test gradation, ASTM C 136. Lot will be acceptable if:
 - a. Average gradation of each sieve for the Lot is within the Target Grading Band for that sieve, and
 - b. Number of Samples in the Lot with any sieve measurement outside of the Target Grading Band does not exceed two (2), and
 - c. Material on 200 sieve does not exceed allowable.
 - 4. Price Adjustment: Aggregate gradation defects may be accepted if

2.5 percent price reduction is applied against lot for each condition not met. Maximum price reduction for a lot is five (5) percent.

C. Placement:

1. Lot size is one (1) lane mile. Sub-lot size is 0.1-lane mile.
2. Mat Appearance:
 - a. No free liquid drains out of mat edges.
 - b. No drag marks or streaking.
 - c. No de-bonding due to road contaminants.
 - d. Straight longitudinal edges with proper joints.
3. Price Adjustment: Defective mat appearance may be accepted if 2.5 percent price reduction is applied against the lot for each condition not met. Maximum price reduction for lot is five (5) percent. ENGINEER may waive price adjustment if CONTRACTOR corrects deficiencies at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

- A. Crack Pouring Asphalt: Rubberized asphalt or asphalt rubber hot pour.
- B. Tack Coat: SS-1 or CSS-1. DO NOT use the same emulsion as used in slurry surface seal.
- C. Emulsified Asphalt: CQS-1h quick traffic type, ASTM D 3628 with a two (2) hour return to traffic quickset, unless specified elsewhere

Table 1 – Physical Properties				
Criterion	ASTM	Target	Min	Max
Tests on Emulsion				
Viscosity @ 25° C, second	D244	32	15	90
Sieve test, percent		0.01	--	0.30
Settlement, 5 day, percent		3.5	--	5
Storage stability, 1 day, percent		0.6	--	1
Residue by distillation, percent		64.2	60	--
Tests on Residue from Evaporation				
Penetration @ 25° C, 0.1mm	D5	51	40	90
Softening point, deg. C.	D36	60	57	--
Kinematic viscosity, cSt/sec	D2170	--	650	--
Saybolt furol viscosity @ 77° F.,		--	--	50
Polymer solids based on mass of residual	--	3 to 6	3	--
NOTES (a) Polymer is a solid synthetic rubber or latex material. (b) Cement mixing test waived. (c) Polymer solids are to be milled or blended into the asphalt or emulsifier solution before the emulsification process.				

2.2 WATER

- A. Clean, non-detrimental, free from harmful chemicals.

2.3 AGGREGATE

- A. Material: Stone, slag, or other high quality particle or combination with the following physical properties.

Table 2 – Physical Properties			
Criterion	ASTM	Min	Max
Angularity (fractured faces), percent	D 5821	80	--
Wear (hardness or toughness), percent	C 131	--	35
Soundness (weight loss in 5 cycles), percent	C 88	--	10
Clay content (sand equivalent), percent	SS-I	D 2419	45
	SS-II	D 2419	55
	SS-III	D 2419	60
Polishing, BPN	D 3319	28	--
Water absorption, percent	--	--	1.25
NOTES			
(a) Angularity of aggregate retained on No. 4 sieve with at least one (1) mechanically fractured face or clean angular face. Provide 100 percent (maximum) for thoroughfares with a "heavy" traffic classification.			
(b) Wear of aggregate retained on No. 12 sieve after 500 revolutions.			
(c) Soundness for combined coarse and fine aggregate measured using five			

- B. Gradation: Analyzed according to ASTM C 136 on a dry weight and percent passing basis:
1. Material passing any sieve and retained on the next consecutive sieve is 45 percent maximum.
 2. Target Grading Curve must lie within one of the following Master Grading Bands. Field Samples shall not vary from the Target Grading Curve by more than the target tolerance.

Table 3 – Master Grading Band and Target Tolerance				
Sieve	Master Grading Band Limits			Target Toleranc
	SS-I	SS-II	SS-III	
3/8 in.	–	100	100	–
No. 4	100	90 – 100	70 – 90	+/- 5
No. 8	90 – 100	65 – 90	45 – 70	+/- 5
No. 16	65 – 90	45 – 70	28 – 50	+/- 5
No. 30	40 – 65	30 – 50	19 – 34	+/- 5
No. 50	25 – 42	18 – 30	12 – 28	+/- 4
No. 100	15 – 30	10 – 21	7 – 18	+/- 3
No. 200	10 – 20	6 – 15	5 – 15	+/- 2
NOTES				
(a) Target tolerance is the allowable variation from the Target Grading Curve.				
(b) Portion retained on the No. 4 sieve clean and free of clay coatings.				
(c) Portion passing No. 200 sieve includes mineral filler.				

2.4 ADDITIVES

- A. Mineral Filler: ASTM D 242.
- B. Portland cement, hydrated lime, limestone dust, fly ash, or aluminum sulfate to regulate setting time and improve workability.
- C. Limestone dust, fly ash, and rock dust to alter aggregate gradation.

2.5 MIX DESIGN

- A. Proportioning: Use the consistency test of ASTM D 3910 to determine optimum ratio of aggregate, filler, water, and emulsion.
- B. Set and Cure Time: Select to meet opening to traffic requirements.
- C. Stripping: More than 90 percent of bituminous-coated particles retain asphalt coating, ASTM D 1664.

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Paver: A continuous-flow mixing unit:
 - 1. Capable of applying at least 15,000 square yards of material per day.
 - 2. Capable of accurately delivering a predetermined portion of aggregate, water, and asphalt emulsion to the mixing chamber.
 - 3. Prevent loss of slurry from the distributor by using a mechanical type squeegee distributor equipped with flexible material in contact with the pavement surface.
 - 4. Has a lateral control device and a flexible strike-off capable of being adjusted to lay the slurry at the mix design application rate.
- B. Meter Calibration: On a test strip at least 500 feet long, determine the correct meter settings on the mixing equipment. The settings are to produce a product that complies with the following:
 - 1. Thirty (30) minutes maximum initial set time. Initial set occurs when blotting of the slurry seal surface yields only water (no emulsion).
 - 2. No distress when exposed to traffic two (2) hours after placement.

3.2 PREPARATION

- A. General:
 - 1. Fat or bleeding pavements may require scratch course application.
 - 2. Cracked or porous pavements may require thin SSI slurry surface treatment.
 - 3. Asphalt concrete inlay may be required in rut deformations.
- B. Surface Repair: Patch holes, raveled areas, and low areas with asphalt concrete:
 - 1. Remove plant material from cracks, edges and joints.
 - 2. Blow cracks clean.
 - 3. Seal cracks with crack pouring asphalt. Remove excess asphalt.
 - 4. Allow crack seal to dry before applying slurry seal.
- C. Cleaning:
 - 1. Remove mud spots, sand, dust, oil, vegetation, and other objectionable material.
 - 2. Remove loose material that may cause drag marks.
 - 3. Do not flush water over cracked pavement or apply pressurized water to cracked Pavement.
- D. Tack Coat:
 - 1. Apply tack coat to high-absorbent, polished, oxidized, or raveled asphalt surfaces or to concrete or brick surfaces.
 - 2. Apply tack coat and pave over concrete Cover Collars.
 - 3. Use the same asphalt emulsion as used in slurry seal application.

3.3 PROTECTION

- A. Protect trees, plants and other ground cover from damage.
- B. Prune trees to allow equipment passage underneath.
- C. Repair tree damage at no additional cost to OWNER.

- D. Install Invert Covers.
- E. Mask Street Fixtures.
- F. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.
- G. Protect slurry seal from traffic until seal has cured. Cure time depends on type of asphalt, mixture characteristics and weather.

3.4 APPLICATION

- A. General:
 - 1. Application rates:
 - a. SS-I: 8 to 12 pounds per square yard.
 - b. SS-II: 12 to 16 pounds per square yard.
 - c. SS-III: 15 to 18 pounds per square yard.
 - 2. Machine meter settings must match mix design. Water and mineral filler may be changed per mix design, otherwise, a new mix design is required.
 - 3. Pre-wet existing pavement surface to prevent premature breaking and to improve bonding.
 - 4. Wait at least two (2) hours if an adjacent pass has broken and started to cure.
 - 5. The slurry seal material, when cured shall present a uniform, skid-resistant appearance with all cracks filled.
- B. Additives: During application, water and additives may be adjusted (per mix design) for better consistency or set time.
- C. In the Spreader Box:
 - 1. Do not exceed four (4) minutes total mixing time.
 - 2. No additional water.
 - 3. No lumping, balling or unmixed aggregate.
 - 4. No segregation of the emulsion and aggregate fines from the coarse aggregate.
 - 5. No breaking of emulsion.
 - 6. No overloading. Carry a sufficient amount of slurry in all parts of the spreader for complete coverage.
- D. Spreading:
 - 1. Dampen surface immediately before application of slurry seal. All surfaces are to be uniformly damp with no free water standing on the surface or in cracks when seal coat is applied.
 - 2. If coarse aggregate settles to bottom of mix, remove slurry from pavement.
 - 3. In areas where spreader box cannot be used, apply slurry by hand.
- E. Joints:
 - 1. Make transverse joints straight-cut butt type, not over-lap type.
 - 2. Place longitudinal joints on lane lines. Limit overlap to three (3) inches maximum.
 - 3. Tolerance for joint match is 1/4 inch difference in elevation when measured with a 10 feet long straight edge over the joint.
 - 4. Stop and correct paving operation if longitudinal or transverse joints have uncovered areas or unsightly appearance.
- F. Lines
 - 1. Mask off end of streets and intersections to provide straight lines.
 - 2. Make straight lines along lip of gutter and shoulders. No runoff on these areas permitted.
 - 3. Vary edge lines no more than two (2) inches per 100 feet.

3.5 AFTER APPLICATION

- A. Leave no streaks caused by oversized aggregate particles or buildup on squeegees.
- B. Leave no holes, bare spots, or cracks. The slurry, when cured shall be uniform and skid resistant.
- C. Clean Street Fixtures.
- D. Raise reflective tabs that were covered over. This will aid roadway users in finding lane delineation after slurry seal application and before permanent striping.
- E. Do not permit traffic on slurry seal surface until surface has cured.
- F. Do not apply permanent lane marking tape or paint until placement has aged at least 14 days and layout has been verified with ENGINEER.

3.6 FIELD QUALITY CONTROL

- A. ASTM C 136: If sieve analysis shows aggregate gradation non-compliance, either remove the material or blend in other aggregates to bring it into compliance. This may require a new mix design. Screening may be required at the stockpile to remove any defective material.

3.7 REPAIR

- A. Remove spatter or mar from curb and gutter, sidewalk, guard rails and guide posts at no additional cost to OWNER.
- B. Remove slurry seal from Street Fixtures.
- C. Make correction lines straight. Provide good appearance.
- D. Fill any joints or cracks that are not covered by slurry seal. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
- E. Repair collateral damage caused by construction.

END OF SECTION

SECTION 08100

SEALING CRACKS IN ASPHALT PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Filling and sealing cracks in asphalt concrete pavements.

1.2 REFERENCES

A. APWA (Utah Chapter) Standards:

Plan 265 Crack sealing – asphalt pavement.

Plan 266 Crack filling – asphalt pavement.

B. ASTM Standards:

D 36 Softening Point of Bitumen (Ring-and Ball Apparatus) D 977 Emulsified Asphalt.

D 1190 Concrete Joint Sealer, Hot-Poured Elastic Type.

D 2397 Cationic Emulsified Asphalt.

D 3381 Viscosity-Graded Asphalt Cement for Use in Pavement Construction.

D 3405 Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.

D 5078 Crack Filler for Asphalt Concrete and Portland Cement Concrete Pavements.

D 5329 Sealants and Fillers, Hot-Applied for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.

1.3 DEFINITIONS

- A. **Crack Filling:** The placement of materials into cracks to substantially reduce infiltration of water and to reinforce the adjacent Pavement. The crack receives no special preparation other than cleaning.
- B. **Crack Sealing:** The placement of specialized materials in or above cracks to prevent the intrusion of incompressibles and water into the crack. The crack receives unique crack configuration preparation.
- C. **Pothole:** Loss of surface material in a Pavement to the extent that a patch is necessary to restore Pavement ride quality.

1.4 SUBMITTALS

- A. Product Data sheets.

1.5 QUALITY ASSURANCE

- A. Do not use crack repair product that has been over-heated, suffered prolonged heating or ravel or can be pulled out by hand after placement.
- B. Do not mix different manufacturer's brands or different types of crack repair material.
- C. Do not depress crack repair product temperature at the wand tip below the manufacturer's recommended application temperature when loading product into product tank.
- D. Rework Defective Work.

1.6 NOTICE

- A. Send written notice to residents and businesses within affected area at least three (3) days before application of Crack Filling or Crack Sealing material.
- B. Indicate application time and when pavement surface can be used.
- C. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- D. Should work not occur on the specified day, send a new notice.

1.7 ACCEPTANCE

- A. Visually inspect areas for adhesion Failure, damage to crack repair product, missed cracks, foreign objects in the product, or other problems that indicate work is not acceptable.

PART 2 PRODUCTS

2.1 FILLER AND SEALER MATERIAL

- A. Selection of Filler: Asphalt emulsion, unless specified otherwise.
 B. Selection of Sealer: Hot applied asphalt rubber or hot applied rubberized asphalt, unless specified otherwise.
 C. Thermoplastic products.

Table 1 – Fillers and Sealers		
Material Type	ASTM	Application
Hot-applied		
Asphalt Rubber	D 5078	Sealing (Possibly)
Rubberized Asphalt	D 1190 D 3405	Sealing
Low Modulus Rubberized Asphalt	(a)	Sealing
Asphalt Cement	D 3381	Filling
Mineral-filled Asphalt Cement (b)	D 3381	Filling
Fiberized Asphalt Cement (b)	D 3381	Filling
Chemically Cured		
Silicone	(c)	Sealing
Cold Applied		
Asphalt Emulsion	D 977 D 2397	Filling
Polymer-modified liquid asphalt	D 977 D 2397	Filling (Possibly)
NOTES		
(a) ASTM D 3405 or ASTM D 5078 except as follows. - Softening point, 85 deg. C. minimum, ASTM D 36. - Resilience: At least 30 percent recovery at 25 deg. C plus or minus 1 deg. C., ASTM D 5329.		
(b) Additives such as mineral fillers and fibers provide minimal elasticity to asphalt and do not significantly affect temperature susceptibility.		
(c) Manufacturer's recommended specification.		

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Sealant Heating Equipment: Indirect heating using double boiler or circulating hot oil heat transfer for heating product. Do not use direct heat transfer units (tar pots). Unit must have means of constant agitation.
 B. Hot Compressed Air Lance: Provide clean, oil-free compressed air at a volume of 100 cubic feet per minute at a pressure of 120 pounds per square inch.

3.2 PREPARATION

- A. Allow at least one week for repaired cracks to cure and harden before placing thin overlays (chip seal, slurry seal, micro-surface, high density mineral bond, etc.).
 B. Repair potholes full depth.

3.3 CRACK FILLING AND SEALING

- A. Blow cracks clean. Remove foreign matter, loosened particles, and weeds.
- B. Use a hot air lance when surfaces are wet or when air temperature is less than 40 deg F Do not burn the surrounding Pavement. Fill cracks immediately before cooling down or reheating.
- C. Crack fill: Type A cap fill, APWA Plan 266, unless indicated otherwise.
- D. Crack seal: Type C backer rod seal, APWA Plan 265, unless indicated otherwise.
- E. If a thin overlay is to be applied, remove crack overfill by squeegee.

3.4 PROTECTION

- A. Place sand on surface of crack repair product if traffic or construction activities are likely to cause pull out. Replace pull out at no additional cost to OWNER.
- B. Repair vehicles or other property damaged by crack repair operation.

END OF SECTION

SECTION 08200

BACKFILLING ROADWAYS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Roadway backfill materials.
- B. Roadway backfilling requirements.

1.2 REFERENCES

A. APWA (Utah) Standards:

Plan 245 Subgrade stabilization.

B. ASTM Standards:

D698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

D1557 Laboratory Compaction Characteristics of Soil using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D4832 Preparation and Testing of Soil-Cement Slurry Test Cylinders.

1.3 DEFINITIONS

- A. **Embankment:** A raised earthen structure.
- B. **Pavement:** A surface or covering, as of Portland cement concrete, bituminous concrete, brick, concrete paver, etc., specifically a paved street, sidewalk, curb, gutter, curb cut assembly, ramp, apron, Driveway, etc.
- C. **Subgrade:** A surface of native earth or Rock leveled off as to receive backfill materials.

1.4 SUBMITTALS

- A. Submit maximum laboratory dry density and optimum laboratory moisture content for:
 - 1. Subgrade material.
 - 2. Each type of fill to be used.
- B. Submit aggregate batch delivery tickets showing name of material source, serial number of ticket, date and truck number, name of Supplier, job name and location, volume or weight, and aggregate classification or Supplier's identification code.

1.5 **QUALITY ASSURANCE**

- A. Do not change material sources, or aggregate without ENGINEER's knowledge.
- B. Reject backfill material that does not comply with requirements specified in this section.
- C. If requested, submit a quality control Inspection and testing report describing source and field quality control activities performed by CONTRACTOR and Suppliers.

1.6 **STORAGE**

- A. Safely stockpile backfill materials.
- B. Separate differing materials, prevent mixing, and maintain optimum moisture content of backfill materials.

1.7 **SITE CONDITIONS**

- A. Do not place, spread, or roll any backfill material over material that is damaged by water. Remove and replace damaged material at no additional cost to OWNER.
- B. Control traffic and erosion. Keep area free of trash and debris. Repair settled, eroded, and rutted areas.
- C. Reshape and compact damaged structural roadway section to required density.
- D. Soil Cement: Do not spread soil cement mixture when air temperature is less than 40 deg F in the shade.
- E. Drainage: Immediately before suspension of construction operations for any reason, provide proper and necessary drainage of work area.

1.8 **ACCEPTANCE**

- A. General: Native material may be wasted if there is no additional cost to substitute material acceptable to ENGINEER.
- B. Lift Thickness: One test per Lot.
- C. Compaction: One test per Lot. Verify density using nuclear tests, ASTM D2922. Compaction standard and Lot size as follows:

Table 1 – Compaction Standard and Lot Sizes		
Material	Proctor	Lot Size
Subgrade	Standard	1000 square yards
Common Fill	Standard	PCC or AC Surface Course: 1,000 square yards per lift Driveway Approach: 400 square feet per lift Sidewalk: 400 linear feet per
Aggregate base course	Modified	PCC or AC Surface Course: 1,000 square yards per lift Driveway Approach: 400 square feet per lift Sidewalk: 400 linear feet per lift
NOTES (a) Standard proctor, ASTM D698. (b) Modified proctor, ASTM D1557.		

- D. Flowable Fill Strength: Lot size is one day production with sub-lots of 250 cubic yards or part thereof. Verify strength using cylinders, ASTM D4832.
- E. Grade, Cross Slope: Measured at random locations.

1.9 WARRANTY

- A. Repair incidental settlement or settlement damage at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 BACKFILL MATERIALS

- A. Common fill: Granular material, CONTRACTOR's choice.
- B. Aggregate base course: Untreated base course.
- C. Cement treated fill: Use a flowable fill so vibration is not required.

2.2 WATER

- A. Make arrangements for sources of water during construction and make arrangements for delivery of water to site.
- B. Comply with local Laws and Regulations at no additional cost to OWNER when securing water from water utility company.

2.3 GEOTEXTILE

- A. Stabilization separation fabric: Woven, high MARV.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify:
 - 1. Backfill material meets gradation requirements.
 - 2. Areas to be backfilled are free of debris, snow, ice or water.
 - 3. Bearing surfaces are not frozen.
- B. If ground water is in the intended backfill zone, dewater.

3.2 PROTECTION

- A. Protect existing trees, shrubs, lawns, structures, fences, roads, sidewalks, paving, curb and gutter and other features.
- B. Protect above or below grade utilities. Contact utility companies to repair utility damage. Pay all cost of repairs.
- C. Avoid displacement of and damage to existing installations while compacting or operating equipment. Do not fill adjacent to structures until excavation is checked by ENGINEER.
- D. Do not use compaction equipment adjacent to walls or retaining walls that may cause wall to become over-stressed or moved from alignment.
- E. Do not disturb or damage foundation perimeter drainage, foundation, damp-proofing, foundation waterproofing and protective cover, or utilities in trenches. Movement of construction machinery over work at any stage of construction is solely at CONTRACTOR's risk.
- F. Restore any damaged structure to its original strength and condition.

3.3 LAYOUT

- A. Identify required line, levels, contours, and datum.
- B. Stake and flag locations of underground utilities.
- C. Upon discovery of unknown utility or concealed conditions, notify ENGINEER.
- D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
- E. If discrepancy is found between Contract Documents and site, ENGINEER shall make such minor adjustments in the Work as necessary to accomplish the intent of Contract Documents without increasing the Cost of the Work to CONTRACTOR or OWNER.

3.4 **SUBGRADE**

- A. Protect Subgrade from desiccation, flooding, and freezing.
- B. Before backfilling over Subgrade, get ENGINEER's review of Subgrade surface preparations.
- C. If Subgrade is not readily compactable, get ENGINEER's permission to stabilize the Subgrade:
 - 1. Excavation for Subgrade stabilization is incidental work.
 - 2. Place geotextile fabric per APWA Plan 245. Place acceptable fill in lifts over the geotextile, compact and wrap.

3.5 **EMBANKMENTS**

- A. Place backfill material in lifts not exceeding equipment compaction capability.
- B. Build shoulders to a grade higher than that of adjacent fills. Provide surface runoff at all times.
- C. Commence compaction along edge of area to be compacted and gradually advance toward center.
- D. Operate compaction equipment along lines parallel or concentric with the center-line of the embankment being constructed.
- E. Do not damage subsurface structures or utilities.

3.6 **BASE COURSES**

- A. Place backfill material in lifts not exceeding eight (8) inches before compaction.
- B. Maintain moisture content in compaction operations.
- C. Avoid segregation when spreading backfill. Keep surfaces free from pockets of coarse and fine aggregate.
- D. Rework fills that do not conform to compaction requirements until requirements are met.
- E. Protect cement treated fill against freezing and traffic for seven (7) days.

3.7 **TOLERANCES**

- A. Compaction: Ninety-five (95) percent or greater relative to a standard or modified proctor density.
- B. Lift Thickness (before compaction):
 - 1. Eight (8) inches when using riding compaction equipment.
 - 2. Six (6) inches when using handheld compaction equipment.
- C. Cement Treated Fill: Compressive strength targets are 60 psi in 28 days. Maximum is 90 psi in 28 days.

3.8 **FIELD QUALITY CONTROL**

- A. Test roadway backfilling until a compaction pattern acceptable to CONTRACTOR and ENGINEER is achieved. Continue random quality control compaction testing.
- B. Proof Rolling Test:
 - 1. Before placing fill material for roadbed backfills, proof roll subgrade using gross weight of 18,000 pounds/tandem axle, with a tire pressure at least 90 psi.
 - 2. All proof roll passes will traverse the subgrade parallel to the roadbed centerline. All subsequent passes will be offset 1/2 the vehicle width until the entire subgrade is tested.
 - 3. ENGINEER will analyze, determine, designate and measure the areas, if any, requiring additional compaction or reconstruction.
 - 4. Once subgrade passes the proof rolling test, protect the surface from construction operations and traffic damage. Repair all cuts, ruts, and breaks. Keep surface in a satisfactory condition until geotextile fabric or base course has been placed.

3.9 **CLEANING**

- A. Remove stockpiles from site when work is complete. Grade site to prevent free standing surface water.
- B. Leave borrow areas clean and neat.

END OF SECTION

SECTION 08300

AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Treated and untreated base course production and placement.

1.2 REFERENCES

A. AASHTO Standards:

- R9 Acceptance Sampling Plans for Highway Construction.

B. ASTM Standards:

- C29 Unit Weight and Voids in Aggregate.
- C131 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- C117 Materials Finer Than 0.075mm (No. 200) Sieve in Mineral Aggregates by Washing.
- C136 Sieve Analysis of Fine and Coarse Aggregates. D75 Sampling Aggregates.
- D448 Sizes of Aggregate for Road and Bridge Construction.
- D1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- D1883 CBR (California Bearing Ratio) of Laboratory-Compacted Soils.
- D2216 Laboratory Determinations of Water (Moisture) Content of Soil and Rock.
- D2419 Sand Equivalent Value of Soils and Fine Aggregate. D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D3017 Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- D3665 Random Sampling of Construction Materials. D3740 Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D4318 Liquid Limit, Plastic Limit, and Plasticity Index of Soils. D5821 Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate.

1.3 DEFINITIONS

- A. **Master Grading Band:** A graphical area defined by gradation limits allowed for various sieve sizes ranging from the maximum sieve size to the No. 200 sieve.
- B. **Target Grading Curve:** A smooth locus of points within the limits of the Master Grading Band.
- C. **Target Grading Band:** Gradation limits defined by the allowable variance from the Target Grading Curve. It is possible that these limits may lie outside of the Master Grading Band.
- D. **Mean of Deviations:** The sum of the absolute values of the variance between each screen target value and each measured value divided by the number of tests in the Lot.
- E. **RAP:** Acronym for reclaimed asphalt pavement.
- F. **Lot:** (a) Quantity of aggregate delivered to a site when considering gradation, (b) area of aggregate placed at a site when considering density.

1.4 SUBMITTALS

- A. **Mix Design:** Provide the following. Allow ENGINEER 10 days to evaluate the submittal.
 - 1. Date of mix design. If older than 365 days from date of submission, recertify mix design.
 - 2. Name of supplier and aggregate source.
 - 3. Target gradation for each sieve size,
 - 4. Percent composition of reclaimed asphalt or concrete included in the mix.
 - 5. Unit weight, CBR, relative density, and relative moisture content.
 - 6. Aggregate physical properties (this section article 2.1). The information is for suitability of source and not for project control. A new report may be required if aggregate source is changed. Test results shall not be older than 455 days from date of submission.
- B. **At Delivery:** Submit batch delivery ticket identifying serial number of ticket, date and truck number, job name, weight of aggregate, mix identification, and description.

1.5 QUALITY ASSURANCE

- A. Do not change aggregate source until ENGINEER accepts new source and new mix design.
- B. Use a laboratory that follows and complies with ASTM D3740 and Section 01 45 00 requirements.
- C. If requested, submit a quality control and testing report describing source and field quality assurance activities performed by CONTRACTOR and Suppliers.

1.6 ACCEPTANCE

A. General:

1. Acceptance is by Lot.
2. If non-complying material has been installed and no price for the material is specified, apply pay adjustment against cost of work requiring complying material as part of its installation.
3. ENGINEER is not obligated to accept changes in gradation target after any material is delivered to site.
4. Observation of CONTRACTOR's field quality control testing does not constitute acceptance. Such testing; however, may be used by ENGINEER for acceptance if requirements are met.

- B. **Gradation:** Lot size is one (1) day production. Sub-lot size is 500 tons. Collect samples from grade before compaction. Conduct at least one (1) gradation analysis for each lot. Lot is acceptable if gradation test deviations are within pay factor 1.00 limits. At ENGINEER's discretion, a lot with a sub-lot deviation greater than pay factor 0.70 limits may stay in place at 50 percent pay.

Table 1- Gradation Pay Factors						
Criteria	Pay Factor	Mean of Deviations of Acceptance Tests From the Target Grading Curve				
		1 Sample	2 Sample	3 Sample	4 Sample	5 or More
1/2" and Larger	1.00	0 – 15	0.0 –	0.0 –	0.0 –	0.0 – 9.5
	0.95	16 –	12.1	10.8	10.0	9.6 – 11.
	0.90	17	12.2 –	10.9 –	10.1 –	11.1 –
	0.80	18 –	13.9	12.4	11.5	11.9
	0.70	19	14.0 –	12.5 –	11.6 –	12. –
3/8" Sieve	1.00	0 – 15	0.0 –	0.0 –	0.0 –	0.0 – 8.0
	0.95	16 –	11.5	9.8	8.8	8.1 – 9.2
	0.90	17	11.6 –	9.9 –	8.9 –	9.3 –
	0.80	18 –	13.2	11.3	10.1	10.0
	0.70	19	13.3 –	11.4 –	10.2 –	10.1 –
No. 4 Sieve	1.00	0 – 14	0.0 –	0.0 –	0.0 –	0.0 – 7.0
	0.95	15 – 17	10.5	8.8	7.8	7.1 – 8.0
	0.90	18	10.6 –	8.9 –	7.9 –	8.1 – 8.7
	0.80	19 – 20	12.1	10.1	9.0	8.8 –
	0.70	21 – 22	12.2 –	10.2 –	9.1 –	10.0
No. 16 Sieve	1.00	0 – 11	0.0 –	0.0 –	0.0 –	0.0 – 5.6
	0.95	12 – 13	8.2	6.9	6.2	5.7 – 6.4
	0.90	14	8.3 –	7.0 –	6.3 –	6.5 – 7.0
	0.80	15 – 16	9.4	7.9	7.1	7.1 – 8.0
	0.70	17	9.5 –	8.0 –	7.2 –	8.1 – 8.7

No.	1.00	0 –	0.0 –	0.0 –	0.0 –	0.0 – 2.3
200	0.95	4.5	3.4	2.9	2.5	2.4 – 2.6
Sieve	0.90	4.6 –	3.5 –	3.0 –	2.6 –	2.7 – 2.9
	0.80	5.2	3.9	3.3	2.9	3.0 – 3.3
	0.70	5.3 –	4.0 –	3.4 –	3.0 –	3.5 – 3.6

NOTES

(a) ENGINEER has 36 hours after Lot placement to accept aggregate gradation. CONTRACTOR may place material over the crushed aggregate base material during the 36 hours interval at its own risk. Pay factors for the Lot will NOT be applicable if ENGINEER performs tests after the

- C. **Relative Density:** Lot size 10,000 cubic yards. Conduct at least one laboratory determination to be used as a standard for field density and field moisture content determinations.
- D. **Field Density:** Lot size is one (1) day placement. Number of density tests varies according to placement type, location and sub-lot size (Table 2). Conduct at least one (1) field density test in the lot. Select each test location randomly.

Table 2 - Placement Type, Location, Sub-lot Size		
Typ	Location	Sub-lot Size
I	Pavement (includes curb, gutter and water way when in conjunction with	1,000 square
II	Curb, gutter, waterway	200 linear feet
	Sidewalk	400 linear feet
	Driveway approach, curb cut assembly, waterway transition structure, flat work	400 square feet
III	Landscaping and other non-structural, non- load bearing areas	--

PART 2 PRODUCTS

2.1 UNTREATED BASE COURSE

- A. **Material:** Crushed rock, gravel, sand, or other high quality mineral particle, or combination that is free of organic matter, free of chemical or petroleum contamination, and meets the following physical properties.

Table 3 – Untreated Base Course Physical Properties				
	ASTMs	Aggregate Class		
		A	B	C
Coarse aggregate				
Angularity (2 fractured faces), min., percent	D5821	50	–	–
Wear (toughness or hardness), max., percent	C131	50		
Fine aggregate				
Liquid Limit, max.	D4318	25		
Plastic Index, max.	D4318	0	0	6
Sand Equivalent, min., percent	D24 19	35		
Blended aggregate				
Dry Rodded Unit Weight, min., percent	C29	75		
CBR, min., percent	D1883	70	55	--
<p>NOTES</p> <p>(a) Faces: Retained on No. 4 sieve.</p> <p>(b) Wear: Retained on No. 12 sieve after 500 revolutions.</p> <p>(c) Liquid limit and plastic index: Passing No. 40 sieve.</p> <p>(d) Sand equivalent (clay content or cleanliness): Passing No. 4 sieve.</p> <p>(e) CBR: Use a surcharge of 10 pounds measured at 0.20 inch penetration at 95 percent relative to a modified proctor density. A reduction in aggregate class may be accepted providing any costs for difference in excavation, backfill, and alternate design for CBR does not increase Concrete Price.</p>				

- B. **Gradation:** Analyzed according to ASTM C136 on a dry weight and percent passing basis. Target Grading Curve must lie within the selected aggregate grade in table 4. Field gradation shall not vary from target by more than the target tolerance.

Table 4 – Master Grading Bands				
Sieve	Aggregate Grade			Target Tolerance
	Grade 1-1/2	Grade 1	Grade 3/4	
1-1/2"	100	–	–	(Pay factor 1.00 in Table 1)
1 "	–	100	–	
3/4 "	70 –	–	100	
1/2 "	85	79 –	–	
3/8 "	–	91	78 –	
No. 4	55 –	–	92	
No. 16	75	49 –	55 – 67	
No. 200	40 – 65	61	28 – 38	
	25 – 40	27 – 35	7 – 11	
	7 – 11	7 – 11		

NOTES

(a) It is assumed fine and course aggregate have same bulk specific gravity.

(b) Target tolerance for 3/4 sieve in Grade 3/4, and 1" sieve in Grade 1 is not applicable.

(c) Percentage of fines passing No. 200 sieve determined by washing, ASTM C117.

C. **Changing Source:** A new material properties report is required.

2.2 TREATED BASE COURSE

A. Treatment includes addition of lime, cement slurry, asphalt emulsion, RAP, crushed concrete, or any combination, or other material acceptable to ENGINEER.

B. Base course containing RAP:

1. Meet requirements of this section article 2.1 and the following:

- a. Sand equivalent and fractured face measured after asphalt residue is burned off.
- b. Plasticity and wear requirements apply to virgin aggregate portion only.
- c. Allowable asphalt content is controlled by allowable CBR.

2. Remove debris from crushed RAP aggregate by screening.

3. Mechanically blend virgin and RAP aggregates. Do not use windrows for blending.

C. Base course containing crushed concrete.

1. Meet requirements of this section article 2.1 and the following:

- a. Cement with its chemical components is allowed.
- b. Wear test and fractured face test not required.

2.3 SOURCE QUALITY CONTROL

A. Reject crushed aggregate base products that do not meet requirements of this Section.

B. Sampling Protocol: Random location selection, ASTM D3665. Sample collection, ASTM D75.

C. Testing Protocol: Gradation, ASTM C136. Maximum density, ASTM D1557. Optimum moisture content, ASTM D2216.

PART 3 EXECUTION

3.1 PLACEMENT

A. General:

1. Place uniform lifts not exceeding eight (8) inches before compaction.
2. Maintain optimum moisture content plus or minus two (2) percent.

3. Use appropriate compaction equipment.
 4. Do not place additional material on any unaccepted layer or on any frozen surface.
- B. Provide aggregate suitable for the following locations.

Table 5 - Placement Type, Location, Aggregate Class				
Type	Location	Aggregate		
		A	B	C
I	Pavement (includes curb, gutter and waterway when in conjunction with pavement placement)	X		
II	Concrete flat work (includes driveway approach, curb cut assembly, curb, gutter, sidewalk, waterway, etc.)	X	X	
III	Landscape (includes non-structural, non-load bearing areas.)	X	X	X
NOTES: (a) X indicates where placement is allowed.				

- C. Compaction:
1. Type I and Type II Placement: 95 percent minimum.
 2. Type III Placement: Suitable to overlying surface, or installation, or use. Verify compactive effort with ENGINEER.
- D. Finish: Uniform with surface deviation no more than 3/8 of an inch from line and grade in 10 feet in any direction.
- 3.2 **FIELD QUALITY CONTROL**
- A. Sampling Protocol: Random location selection, ASTM D3665. Sample collection, ASTM D75.
 - B. Testing Protocol: Gradation, ASTM C136. Field density, ASTM D2922. Moisture content, ASTM D3017.
- 3.3 **REPAIR OR REMOVAL**
- A. If product is correctable and at no additional cost to OWNER, provide laboratory data showing design CBR has not been reduced and material in-place has been compacted to 97 percent minimum.
 - B. Remove any product that cannot be corrected and install acceptable product at no additional cost to OWNER.

END OF SECTION

SECTION 08400

PAVING ASPHALTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Performance graded asphalt, asphalt cement, cutback asphalt, emulsified asphalt, recycle asphalt, and crack patch asphalt.
- B. Requirements for accepting non-complying paving asphalts.

1.2 REFERENCES

- A. ASTM D 113: Standard Test Method for Ductility of Bituminous Materials.
- B. ASTM D 977: Standard Specification for Emulsified Asphalt.
- C. ASTM D 2026: Standard Specification for Cutback Asphalt (Slow- Curing Type).
- D. ASTM D 2027: Standard Specification for Cutback Asphalt (Medium- Curing Type).
- E. ASTM D 2028: Standard Specification for Cutback Asphalt (Rapid- Curing type).
- F. ASTM D 2397: Standard Specification for Cationic Emulsified Asphalt.
- G. ASTM D 3381: Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
- H. ASTM D 4552: Standard Practice for Classifying Hot-Mix Recycling Agents.
- I. ASTM D 5710: Standard Specification for Trinidad Lake Modified Asphalt.
- J. ASTM D 6373: Standard Specification for Performance Graded Asphalt Binder.

1.3 SUBMITTALS

- A. Submit bill of lading for each shipment of paving asphalt from vendor. Identify the following.
 - 1. Source of product (manufacturer);
 - 2. Type and grade of asphalt, And
 - 3. Type and amount of additives in the product.

1.4 QUALITY ASSURANCE

- A. Reject paving asphalts which are not uniform in appearance and consistency or which foam when heated to mixing temperature.
- B. Do not use storage containers contaminated with other types or grades of Petroleum products.
- C. Do not use Petroleum product that does not comply with contract requirements.
- D. Asphalt pavement shall be placed only when the air temperature is above 40°F and rising.
- E. Asphalt Testing will be coordinated Project Manager and paid for by the OWNER for the first test. Additional testing due to test failure shall be specified at the expense of the CONTRACTOR.
- F. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric conditions.

1.5 ACCEPTANCE

- A. General:
 - 1. Acceptance is by Lot. One Lot is one day's production.
 - 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring material as part of its installation.
- B. Performance Graded Asphalt Binder (PGAB): Sub-lot size is 20,000 gallons. Collect sub-lot Sample randomly from oil storage unit.
 - 1. Refer to limits identified in Section 209 of UDOT's "Manual of Instruction Part 8 Materials". Pay factors are as follows.
 - a. If none of the critical properties are outside rejection limit a composite price adjustment of 25 percent or less is allowed.
 - b. If one or more of the critical properties falls outside the rejection limit or if a composite price adjustment is more than 25 percent, paving asphalt will be rejected.
- C. Asphalt Cement (AC) Binder: Sub-lot size is 20,000 gallons. Collect sub-lot Sample randomly

from oil storage unit.

1. Ductility: Meet this Section's requirements, or
 2. Viscosity or Penetration: Meet graphics published in Section 955 of UDOT's "Manual of Instructions, Part 8 Materials".
 - a. Lot may be accepted using the published graphics. If price adjustment exceeds 30 percent, reject paving asphalt, or
 - b. If allowed to remain after placement, price adjustment will be 50 percent.
- D. Cut-back Binder: Meet this Section's requirements for ductility.
- E. Trinidad Lake Modified Asphalt: Supplier's certificate for ASTM compliance.
- F. Emulsified Asphalt: Supplier's certificate for ASTM compliance.
- G. Recycle Asphalt: Identity of source (asphalt cement or tar products).

PART 2 - PRODUCTS

2.1 PERFORMANCE GRADE ASPHALT BINDER (PGAB)

- A. Petroleum asphalt that complies with ASTM D 6373. Blending the paving asphalt with polymers or natural asphalts is CONTRACTOR's choice.

2.2 ASPHALT CEMENT (AC)

- A. Petroleum asphalt that complies with Table 2 of ASTM D 3381 except as follows:
1. Replace ductility at 77 deg. F. (25 deg. C.) with ductility at 39.2 deg. F. (4 deg. C.). Use the following values.
 - AC-5: greater than 25.
 - AC-10: greater than 15.
 - AC-20: greater than 5.
 2. Delete the loss on heating requirement on residue from "Thin-Film Oven Test".
- B. AC-5 Latex Additive: Anionic emulsion of butadiene-styrene low- temperature copolymer consisting of 2 percent by weight (solids basis), stabilized with fatty-acid soap for storage stability.

2.3 TRINIDAD LAKE MODIFIED ASPHALT (TLA)

- A. Petroleum asphalt that complies with ASTM D 5710 (a blend of natural asphalts).

2.4 SLOW CURE CUT-BACK ASPHALT (SC)

- A. Petroleum asphalt that complies with ASTM D 2026 (fluxed with a light oil) except if penetration of residue is more than 200 and its ductility at 77 deg. F (25 deg. C) is less than 100 cm., the material will be acceptable if the ductility at 59 deg. F. (15 deg. C) is greater than 100.

2.5 MEDIUM CURE CUT-BACK ASPHALT (MC)

- A. Petroleum asphalt that complies with ASTM D 2027 (fluxed or blended with a kerosene-type solvent, non-foaming when heated to application temperature) except if penetration of residue is more than 200 and its ductility at 77 deg. F. (25 deg. C) is less than 100 cm., the material will be acceptable if the ductility at 59 deg. F. (15 deg. C) is greater than 100.

2.6 RAPID CURE CUT-BACK ASPHALT (RC)

- A. Petroleum that complies with ASTM D 2028 asphalt (fluxed or blended with a naphtha-solvent, non-foaming when heated to application temperature).

2.7 EMULSIFIED ASPHALT

- A. Petroleum asphalt uniformly emulsified with water, homogeneous throughout, and when stored, shows no separation within 30 days after delivery. Frozen emulsions not accepted.
1. Anionic, ASTM D 977 (breaks by evaporation).
 2. Cationic, ASTM D 2397 (breaks chemically).

2.8 RECYCLE ASPHALT (RA)

- A. Petroleum asphalt that complies with ASTM D 4552 (homogeneous, free-flowing at pumping temperature made from maltene fractions of asphalt cement for surface revitalization or from tar

products to make Pavements resistant to fuel spillage.

1. RA-1, RA-5, RA-25 or RA-75 for recycling RAP when less than 30 percent virgin aggregate is added.
2. RA-250 or RA-500 when more than 30 percent virgin aggregate is added to the RAP.

PART 3 - EXECUTION

END OF SECTION

SECTION 08500

ASPHALT CONCRETE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Composition of asphalt - aggregate mix.
- B. This specification does not apply to polymer modified asphalt concrete.

1.2 REFERENCES

- A. AI Manual Series No. 2: Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.
- B. AASHTO T 324: Hamburg Wheel-track Testing of Compacted Hot-Mix Asphalt (HMA).
- C. ASTM C 29: Standard Test Method for Unit Weight and Voids in Aggregate.
- D. ASTM C 88: Standard Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate.
- E. ASTM C 117: Standard Test Method for Materials Finer Than 0.075mm (No. 200) Sieve in Mineral Aggregates by Washing.
- F. ASTM C 131: Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- G. ASTM C 136: Standard Method for Sieve Analysis of Fine and Coarse Aggregate.
- H. ASTM C 142: Standard Test Method for Clay Lumps and Friable Particles in Aggregates.
- I. ASTM D 75: Standard Practice for Sampling Aggregates.
- J. ASTM D 140: Standard Practice for Sampling Bituminous Materials.
- K. ASTM D 242: Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
- L. ASTM D 979: Standard Methods for Sampling Bituminous Paving Mixtures.
- M. ASTM D 2419: Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
- N. ASTM D 3203: Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures.
- O. ASTM D 3381: Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
- P. ASTM D 3515: Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
- Q. ASTM D 3665: Standard Practice for Random Sampling of Construction Materials.
- R. ASTM D 3666: Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.
- S. ASTM D 4318: Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- T. ASTM D 4552: Standard Practice for Classifying Hot-Mix Recycling Agents.
- U. ASTM D 4791: Standard Test Method for Flat or Elongated Particles in Coarse Aggregate.
- V. ASTM D 4867: Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures.
- W. ASTM D 5444: Standard Test Method for Mechanical Size Analysis of Extracted Aggregate.
- X. ASTM D 5581: Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6-inch Diameter Specimen)
- Y. ASTM D 5821: Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate.
- Z. ASTM D 6307: Standard Test Method for Determining Asphalt Content of Hot-Mix Asphalt by Ignition Method.
- AA. ASTM D 6373: Standard Specification for Performance Graded Asphalt Binder.

1.3 DEFINITIONS

- A. Asphalt-Aggregate Designator: Alpha-numeric code that indicates type and grade of asphalt, and type and grade of aggregate in an asphalt-aggregate mix. For example;
 - 1. "AC-20-DM-3/4" means asphalt-aggregate mix shall be composed of AC-20 type and grade asphalt cement and DM-3/4 type and grade aggregate.
 - 2. "RA-1-DM-1" means asphalt-aggregate mix shall be composed of RA-1 type and grade

- asphalt recycling agent and DM-1 type and grade aggregate.
3. "RS-1-SS-II" means asphalt-aggregate mix shall be composed of RS-1 type and grade asphalt emulsion and SS-II type and grade aggregate.

1.4 SUBMITTALS

- A. Quality Assurance: Submit names, certification levels, and years of experience of testing agency's field technicians that are assigned to the Work. Verify laboratory complies with ASTM standards.
- B. Mix Design: Submit.
 1. Date of mix design. If older than 365 days, recertify mix design.
 2. Asphalt cement source, type and chemical composition.
 3. Aggregate gradation target.
 4. Asphalt cement target, dust to asphalt ratio, moisture sensitivity (tensile strength) stability, flow and voids in the bituminous mix.
 5. Paving asphalt grade if RAP is used in the mix.
 6. RAP, mineral filler, anti-strip, and recycle agent percentages.
- C. Pre-approved mix design, submit name and address of Supplier.
- D. Before changing mix design, submit a new design and give ENGINEER 10 days to evaluate the changes.
- E. Source Quality Control Inspections and Testing Report: If requested, submit report describing CONTRACTOR's and Supplier's quality control activities and test results.

1.5 QUALITY ASSURANCE

- A. Use a laboratory that follows and complies with ASTM D 3666.
- B. Do not change aggregate source or paving asphalt source without ENGINEER's written approval.
- C. Do not use non-complying sources.

1.6 ACCEPTANCE

- A. General:
 1. Acceptance is by Lot. One Lot is one day's production.
 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring material as part of its installation.
- B. Materials:
 1. At the Source:
 - a. Aggregate: Verify gradation. Collect sample from conveyor belt or stockpile if belt is not accessible.
 - b. Mix: 325 deg. F. maximum in transport vehicle.
 2. At the Site:
 - a. One sub-lot is 500 tons.
 - b. Sampling: Two random samples per sub-lot. Location as follows.
 - 1) Behind paver before compaction, or
 - 2) Where sub-lot exhibits non-uniform appearance.
 3. At the Laboratory:
 - a. Air Voids:
 - 1) Basis of evaluation is laboratory compacted samples (not field compacted samples).
 - 2) If test results are not within this Section's limits, options include correction of production procedures or alternate mix design acceptable to ENGINEER.
 - b. Dust to asphalt ratio.
 - c. Asphalt Content, Aggregate Gradation: Lot is acceptable if test deviations are

within pay factor 1.00 limits. At ENGINEER's discretion, a Lot with a sub-lot test deviation greater than pay factor 0.85 limits may stay in place at 50 percent cost.

Table 1 – Pay Factors for Non-complying Materials						
Criteria	Pay Factor	Range of Mean of Deviations of Tests Results from the Design Mix Target in Percentage Points				
		500 Tons	1,000 Tons	1,500 Tons	2,000 Tons	≥2,500 Tons
Asphalt Content	1.00	0.00–0.70	0.00–0.54	0.00–0.46	0.00–0.41	0.00–0.38
	0.975	0.71–0.80	0.55–0.61	0.47–0.52	0.42–0.46	0.39–0.43
	0.95	0.81–0.90	0.62–0.68	0.53–0.58	0.47–0.52	0.44–0.47
	0.90	0.91–1.00	0.69–0.75	0.59–0.64	0.53–0.56	0.48–0.52
	0.85	1.01–1.10	0.76–0.82	0.65–0.69	0.57–0.61	0.53–0.56
1/2" and larger Sieve	1.00	0.0–10.9	0.0–7.3	0.0–6.5	0.0–5.6	0.0–5.2
	0.975	11.0–12.9	7.4–8.3	6.4–7.1	5.7–6.3	5.3–5.8
	0.95	13.0–13.9	8.4–9.3	7.2–7.9	6.4–7.0	5.9–6.4
	0.90	14.0–14.9	9.4–10.3	8.0–8.7	7.1–7.7	6.5–7.1
	0.85	15.0–16.0	10.4–11.3	8.8–9.5	7.8–8.4	7.2–7.7
3/8" Sieve	1.00	0.0–9.9	0.0–6.9	0.0–5.9	0.0–5.3	0.0–4.9
	0.975	10.0–10.9	7.0–7.8	6.0–6.6	5.4–6.9	5.0–5.5
	0.95	11.0–11.9	7.9–8.7	6.7–7.3	6.0–6.6	5.6–6.1
	0.90	12.0–13.9	8.8–9.6	7.4–8.0	6.7–7.2	6.2–6.6
	0.85	14.0–15.0	9.7–10.5	8.1–8.9	7.3–7.9	6.7–7.2
No. 4 Sieve	1.00	0.0–9.9	0.0–6.7	0.0–5.7	0.0–5.2	0.0–4.8
	0.975	10.0–11.0	6.8–7.6	5.8–6.3	5.3–5.8	4.9–5.4
	0.95	11.1–11.9	7.7–8.5	6.4–6.9	5.9–6.4	5.5–5.9
	0.90	12.0–12.9	8.6–9.4	7.0–7.5	6.5–7.0	6.0–6.5
	0.85	13.0–14.0	9.5–10.2	7.6–8.0	7.1–7.6	6.6–7.0
No. 8 Sieve	1.00	0.0–7.9	0.0–5.6	0.0–4.8	0.0–4.3	0.0–4.0
	0.975	8.0–8.9	5.7–6.3	4.9–5.4	4.4–4.8	4.1–4.5
	0.95	9.0–9.9	6.4–7.0	5.5–6.0	4.9–5.3	4.6–4.9
	0.90	10.0–10.9	7.1–7.7	6.1–6.6	5.4–5.8	5.0–5.4
	0.85	11.0–12.0	7.8–8.5	6.7–7.2	5.9–6.4	5.5–5.8
No. 16 Sieve	1.00	0.0–7.9	0.0–5.2	0.0–4.6	0.0–4.2	0.0–3.9
	0.975	8.0–8.9	5.3–5.8	4.7–5.1	4.3–4.6	4.0–4.3
	0.95	9.0–9.9	5.9–6.4	5.2–5.6	4.7–5.1	4.4–4.7
	0.90	10.0–10.9	6.5–7.0	5.7–6.1	5.2–5.5	4.8–5.1
	0.85	11.0–12.0	7.1–7.6	6.2–6.6	5.6–5.9	5.2–5.4
No. 50 Sieve	1.00	0.0–6.9	0.0–4.3	0.0–3.8	0.0–3.4	0.0–3.2
	0.975	7.0–7.9	4.4–4.8	3.9–4.1	3.5–3.8	3.3–3.5
	0.95	8.0–8.9	4.9–5.3	4.2–4.5	3.9–4.1	3.6–3.8
	0.90	9.0–9.9	5.4–5.8	4.6–4.9	4.2–4.4	3.9–4.1
	0.85	10.0–11.0	5.9–6.4	5.0–5.5	4.5–4.9	4.2–4.5
No. 200 Sieve	1.00	0.0–3.0	0.0–2.4	0.0–2.0	0.0–1.8	0.0–1.7
	0.975	3.1–3.5	2.5–2.7	2.1–2.2	1.9–2.0	1.8–1.9
	0.95	3.6–4.0	2.8–3.0	2.3–2.4	2.1–2.2	2.0–2.1
	0.90	4.1–4.5	3.1–3.3	2.5–2.7	2.3–2.4	2.2–2.3
	0.85	4.6–5.0	3.4–3.6	2.8–3.0	2.5–2.6	2.4–2.5

NOTES

- (a) Test paving asphalt content using a burn-off oven, ASTM D 6307.
- (b) Determine aggregate gradation by extraction, ASTM D 5444.

PART 2 - PRODUCTS

2.1 PAVING ASPHALT

- A. Asphalt Cement: Substitutes for asphalt cement are as follows.

ASTM D 3381

AC 10

AC 20

ASTM D 6373

PG 64-22 or PG 70-28

PG 70-28

2.2 AGGREGATE

- A. Material: Clean, hard, durable, angular, sound, consisting of crushed stone, crushed gravel, slag, sand, or combination.
- B. Source: Use the following requirements to determine suitability of aggregate source and not for project control.
 - 1. Coarse Aggregate:
 - a. Angularity (fractured faces), ASTM D 5821: 50 percent maximum by weight of particles with at least 2 fractured faces.
 - b. Hardness (toughness), ASTM C 131: 40 percent minimum wear of aggregate retained above the No. 4 sieve unless specific aggregates having higher values are known to be satisfactory.
 - c. Flat or Elongated Particles, ASTM D 4791: 20 percent maximum retained above 3/8 inch sieve has a 3:1 length to width ratio.
 - 2. Fine Aggregate:
 - a. Friable Particles, ASTM C 142: 2 percent maximum passing No. 4 sieve.
 - b. Plasticity, ASTM D 4318: Aggregate passing No. 40 sieve is non-plastic even when filler material is added to the aggregate.
 - 1) Liquid limit: Less than 25.
 - 2) Plastic limit: Less than 6.

2.3 ADMIXTURES

- A. Reclaimed Asphalt Pavement (RAP) Aggregate: Restrictions include.
 - 1. 15 percent by weight maximum providing grading and voids in the bituminous mix are met.
 - 2. Greater than 15 percent requires separate mix design.
- B. Mineral Filler: ASTM D 242.
- C. Recycle Agent: ASTM D 4552.
- D. Antistripping: Heat stable cement slurry or lime slurry.

2.4 MIX DESIGN

- A. Selection of Materials:
 - 1. Paving Asphalt:
 - a. AC-10 or AC-20: Light traffic pavement.
 - b. AC-20: Medium traffic pavement.
 - c. RA: For hot-laid recycled asphalt pavement. Choice by CONTRACTOR.
 - 2. Aggregate: This Section Article 2.2.
- B. Selection of Design Aggregate Structure:
 - 1. Gradation: Maximum particle size is 1/2 compacted lift thickness.
 - a. Target Gradation Curve must lie within one of the Master Grading Bands in the following table, or
 - b. If acceptable to ENGINEER, use fractionated proportioning to select or adjust

gradation.

Table 2 – Master Grading Bands							
Sieve Size	Dense				Open	Friction	
	DM-1	DM-3/4N	DM-3/4	DM-1/2	OM-1/2	FM-1	FM-2
1 inch	100						
3/4 inch		100	100			100	
1/2 inch	75 – 91	74 – 99		100	100	90 – 100	100
3/8 inch		69 – 91	75 – 91		93 – 100	60 – 100	90 – 100
No. 4	47 – 61	49 – 65	46 – 62	60 – 80	36 – 44	15 – 40	30 – 50
No. 8		33 – 47			14 – 21	4 – 12	5 – 15
No. 16	23 – 33	21 – 35	22 – 34	28 – 42			
No. 50	12 – 22	6 – 18	11 – 23	11 – 23			
No.200	3 – 7	2 – 6	3 – 7	3 – 7	2 – 4	2 – 5	2 – 5

NOTES

(a) Gradation expressed in percent passing by weight, ASTM C 136.

(b) It is assumed fine and coarse aggregate have same bulk specific gravity.

(c) Friction Mixture: See ASTM D 3515.

(d) DM -3/4N is 100% crushed.

(e) Percentage of fines passing No. 200 sieve determined by washing, ASTM C 117.

2. Aggregate Blend:
 - a. Dry-rodded Unit Weight, ASTM C 29: 75 pounds per cubic foot minimum.
 - b. Weight Loss (soundness), ASTM C 88: 16 percent maximum using sodium sulfate.
 - c. Clay Content (cleanliness), ASTM D 2419: Sand equivalent value after going through the dryer or prior to the drum mixer.
 - 1) 45 percent minimum if Medium Traffic Classification.
 - 2) 60 percent minimum if Heavy Traffic Classification. The sand equivalent requirement is waived for the RAP aggregate but applies to the remainder of the aggregate blend.
- C. Selection of Admixture: CONTRACTOR's choice.
 1. RAP: Adjust paving asphalt grade to account for RAP binder viscosity.
 2. Cement or Hydrated Lime: Add if mix is moisture sensitive.
- D. Selection of Mix Properties: Use AI Manual Series No. 2 procedure for stability, flow and voids.
 1. Stability, Flow Voids: If traffic classification is not specified elsewhere, use Medium Traffic Classification.

Table 3 – Stability, Flow, Voids Limits

Criteria	Traffic Classifications		
	Light	Medium	Heavy
Number of compaction blows each end of specimen	50	75	112
Stability, lbs., minimum	750	1200	1800
Flow, in 0.01 inch units	10 – 18	10 – 18	10 – 18
Voids in Mineral Aggregate (VMA), percent minimum			
1" nominal maximum particle size	13	13	13
3/4" nominal maximum particle size	14	14	14
1/2" nominal maximum particle size	15	15	15
3/8" nominal maximum particle size	16.5	16.5	16.5
Voids in Bituminous Mix, percent	3 – 5	3 – 5	3 – 5
<p>NOTES</p> <p>(a) Traffic Classifications:</p> <p>Light: (ESAL $<10^4$ per year) <u>Class I</u>: Parking lots, Driveways, light traffic residential streets, light traffic farm roads.</p> <p>Medium: (ESAL between 10^4 and 10^6 per year) <u>Class II</u>: Residential streets, rural farm and residential roads. <u>Class III</u>: Urban minor collector streets, rural minor collector roads.</p> <p>Heavy: (ESAL $>10^6$ per year) <u>Class IV</u>: Urban minor arterial and light industrial and light industrial streets, rural major collector and minor arterial highways. <u>Class V</u>: Urban major arterial and heavy industrial streets, freeways, expressways, arterial highways, rural interstate and other principal arterial highways.</p> <p>(a) Stability, Flow, Voids: ASTM D 5581. (b) VMA: ASTM D 3203 (c) Nominal maximum particle size is the largest sieve size listed in this Section upon which any material is retained.</p>			

2. Dust to Asphalt Ratio: 0.8 to 1.6.
3. Moisture Sensitivity, ASTM D 4867: Tensile strength ratio less than 0.80 using freeze-thaw conditioning. Test specimen shall be 150 mm in diameter and 95 mm in height and compacted at 7 percent plus or minus 1 percent air voids)
4. Rut Susceptibility, AASHTO T 324: Maximum rut depth is 10 mm at 20,000 passes.

2.5 SOURCE QUALITY CONTROL

- A. General: Collect samples, ASTM D 3665. Do not change sampling points.
 - 1. Aggregate sampling, ASTM D 75.
 - 2. Paving asphalt sampling, ASTM D 140. Test for viscosity and penetration.
- B. Asphalt-Aggregate Mix: Sample, ASTM D 979. Test for the following.
 - 1. Air voids, ASTM D 3203 or ASTM D 5581.
 - 2. Paving asphalt content, ASTM D 6307.
 - 3. Aggregate gradation, ASTM D 5444.
 - 4. Tensile strength of bitumen-aggregate mixtures, ASTM D 4867.
- C. Mixing Plant: ASTM D 3515.

PART 3 - EXECUTION

END OF SECTION

SECTION 08600

TACK COAT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Application of asphaltic material to existing asphalt concrete or Portland cement concrete surfaces preparatory to placing an asphalt concrete Pavement.

1.2 SUBMITTALS

- A. Certificate showing asphaltic material compliance.
 - 1. Identify water/asphalt dilution ratio.
 - 2. Identify tack coat application rate.
- B. Identify asphalt material recommended by fabric manufacturer.

1.3 WEATHER

- A. Apply tack coat only when air and roadbed temperatures in the shade are greater than 40 deg. F. The temperature restrictions may be waived only upon written authorization from ENGINEER.
- B. Do not apply tack coat during rain, fog, dust, or other unsuitable weather. Do not apply coat to wet surfaces.

1.4 NOTICE

- A. Send written notice to residents or business owners 24 hours prior to applying coat.

PART 2 – PRODUCTS

2.1 ASPHALT MATERIAL

- A. Select from the following.
 - 1. Emulsified Asphalt: Grade MS-1, SS-1 or SS-1h.
 - 2. Cationic Emulsified Asphalt: Grade CSS-1 or CSS-1h.
 - 3. Rapid Cure Cutback Asphalt: Grade RC-70.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Select and advise ENGINEER of the type of tack material to be used.
- B. Clean the surface to be treated free of dust and other foreign material. If flushed, allow surface to dry. If leaves from trees, blow clean.
- C. Provide surface for pedestrian access across tack coat.
- D. Prevent pedestrians, vehicles, pets, etc., access to tack surfaces.

3.2 APPLICATION

- A. General:
 - 1. Triple coverage by spray bar required. Stop application if any nozzle is not working properly.
 - 2. Apply tack only to area covered with asphalt concrete in the same day.
- B. Application rate: Typically as follows.
 - 1. Emulsions, 0.05 to 0.15 gallons per square yard.
 - 2. Cutback, CONTRACTOR's choice.
- C. Tack Substrate for Fabric Application: Comply with manufacturer's recommendation. If none, then as follows:
 - 1. Dry Pavement surface, 0.20 to 0.30 gallons per square yard. Within street intersections, on steep grades and in zones where vehicle speed changes are commonplace reduce the application rate to no less than 0.20 gallons per square yard.
 - 2. Heavy duty fabrics, 0.30 to 0.40 gallons per square yard.

3.3 PROTECTION

- A. Protect all surfaces exposed to public view from being spattered or marred. Remove any spattering, over-coating, or marring.
- B. Do not discharge bituminous material into borrow pits or gutters.

3.4 OPENING TO TRAFFIC AND MAINTENANCE

- A. Do not permit traffic to travel over the tacked surface until bituminous tack coat has cured or is not picked up by traffic.
- B. If detours cannot be provided, restrict operations to a width suitable at least for one-way traffic over the remaining portion of the road.
- C. If one-way traffic is provided, control traffic appropriately.

END OF SECTION

SECTION 08700

CONCRETE PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Concrete base course and concrete surface course.
- B. Concrete product is not specified in this Section.

1.2 REFERENCES

- A. ACI 305: Hot Weather Concreting.
- B. ACI 306: Cold Weather Concreting.
- C. APWA Plan No. 261: Manual of Standard Plans for Concrete Pavement Joints.
- D. ASTM A 307: Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
- E. ASTM C 39: Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- F. ASTM C 78: Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
- G. ASTM C 150: Standard Specification for Portland Cement.
- H. ASTM C 172: Standard Method of Sampling Freshly Mixed Concrete.
- I. ASTM D 3549: Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
- J. ASTM D 5249: Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement and Asphalt Joints.
- K. ASTM E 950: Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference.
- L. ASTM E 1274: Standard Test Method for Measuring Pavement Roughness Using a Profilograph.

1.3 SUBMITTALS

- A. Before delivery.
 - 1. Joint layout plan.
 - 2. Curing plan. Describe method to prevent excessive concrete temperatures and water evaporation that could impair strength or serviceability of the concrete. Refer to ACI 305.
 - 3. Proof of finisher's ACI certification.
 - 4. Make and model name of paving machine.
 - 5. Concrete mix design and number.
 - 6. Proof of profilograph calibration and profilograph operator certification.
 - 7. Manufacturer's recommended installation procedures for joint sealing material which, when accepted by ENGINEER, will become the basis for accepting or rejecting actual installation procedures used in the Work.
- B. At Delivery: Batch ticket
- C. After delivery.
 - 1. Profile deviation report.
 - 2. Ride index report.
 - 3. Upon ENGINEER's request, submit a written quality control inspections and testing report describing source and field quality control activities and test results performed by CONTRACTOR and CONTRACTOR's Supplier.

1.4 QUALITY ASSURANCE

- A. Do not change concrete Supplier until ENGINEER accepts new source and new mix design.
- B. Reject product that does not meet requirements.
- C. Remove product found defective after installation and install acceptable product at no additional cost to OWNER.
- D. Foreman of paving crew has completed at least three (3) projects of similar size and nature.

1.5 WEATHER

- A. Hot weather, ACI 305.
- B. Cold weather, ACI 306.

1.6 NOTICE

- A. Send written notice to residents and businesses within affected area at least 3 days before start of paving.
- B. Indicate paving time and when new surface can be used.
- C. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- D. Should work not occur on specified day, send a new notice.

1.7 ACCEPTANCE

- A. General:
 - 1. Acceptance is by Lot. Lot size is specified below.
 - 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring material as part of its installation.
 - 3. Opening a paved surface to traffic does not constitute acceptance.
- B. Concrete Mix:
 - 1. Sample per ASTM C 172.
 - 2. Temperature, Slump, Air: Lot size is 1 random batch. Reject non-complying batches until 2 consecutive batches are compliant then continue in random batch testing for acceptance.
 - 3. Strength: Lot is acceptable if strength test deviations are within pay factor 1.00 limits. At ENGINEER's discretion, a Lot with a sub-lot test deviation greater than Reject may stay in place at 50 percent cost.
 - a. Compression: ASTM C 39. Lot size is 500 square yards.

Pay Factor	PSI Below 28 day Compressive Strength
1.00	0
0.98	1 to 100
0.94	101 to 200
0.88	201 to 300
0.80	301 to 400
Reject	Greater than 400

b. Flexural: ASTM C 78. Lot size is 750 square yard.

<u>Pay Factor</u>	<u>PSI Below 28 day Flexure Strength</u>
1.00	0
0.95	1 to 29
0.85	30 to 60
Reject	Greater than 60

C. Installation:

1. Placement, finishing and protection.
 - a. Verify grade, cross slope, finish and dimensions.
 - b. No standing water in curb and gutter.
2. Thickness. Lot size is 1,000 square yards.
 - a. Thickness will be determined on ASTM D 3549 cored or sawed specimens. Acceptance will be based on the average of all Lot thickness tests.

D. Tolerance

<u>Pay Factors</u>	<u>(inches less than specified thickness)</u>
1.00	0.00 to 0.25
0.90	0.26 to 0.50
0.70	0.51 to 0.75
0.50	0.76 to 1.00

- b. When any thickness measurement is less than specified by more than 1 inch, the actual thickness of the Pavement will be determined by taking additional cores at intervals less than 10 feet parallel to the centerline in each direction from the affected location, until in each direction a core is found which is not deficient by more than 1 inch. Exploratory cores for deficient thickness will not be used in averages for price adjustments.
 - c. Payment may be made for areas deficient in thickness by more than 1 inch at 50 percent. If not, remove and replace.
 - d. Price adjustments and Pavement removal will be applied only to those areas showing the deficient thickness which is defined by an additional set of cores taken at the 100 percent pay point as determined in a straight line basis between the original cores. If the second set of cores is deficient, the area will be defined on a straight-line basis using all scores for the different pay factors.
3. Roughness: "Must grind" bumps are removed and tolerance for profile roughness index is not exceeded.

PART 2 - PRODUCTS

2.1 CONCRETE

A. Compression Design:

1. Cast-in-place: Class 4000.
2. Slump per accepted mix design.

B. Flexure Design.

1. Tensile Strength: 650 psi per ASTM C 78.
2. Cement Content: 6.5 bags.
3. Water Cement Ratio: 0.44 maximum by weight (prior to pozzolan exchange), ACI 318.
4. Entrained Air: 5 to 7 percent, ASTM C 231 (pressure).

5. Slump per accepted mix design

2.2 MISCELLANEOUS MATERIALS

- A. Reinforcement: Grade 60 ksi galvanized or epoxy coated steel.
- B. Hook Bolts: Steel, ASTM A 307 Grade A nuts and bolts, internally and externally threaded.
- C. Contraction Joint Filler (Backer Rod): Type 1 round, closed cell, ASTM D 5249.
- D. Contraction Joint Sealant: HAS1, HAS4, or CAS6.
- E. Curing Compound: Liquid membrane.
- F. Bond Breaker: Wax based compound.
- G. Grout: Epoxy adhesive.
- H. Evaporative Reducer: Water-based mono-molecular polymer liquid at application rates recommended by the manufacturer. Not to be used as a finishing aid.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General:
 1. Coordinate utility location. Contact utility companies and other agencies, for dangerous concentration of combustible, flammable, or explosive matter.
 2. Lower Street Fixtures if paving machine is not capable of passing over fixtures.
 3. Coat surface of Street Fixtures with oil to prevent bond with concrete Pavement.
 4. Remove sand, leaves and other objectionable materials prior to placing the paving course.
 5. Notify ENGINEER minimum 24 hours prior to commencement of concreting operations.
- B. Trees, Plants, Ground Cover:
 1. Protect trees, plants and other ground cover from damage.
 2. Prune trees to allow equipment passage underneath. Repair tree damage at no additional cost to the OWNER.
- C. Base Course:
 1. Verify base course is placed to grade, compacted and dampened.
 2. If indicated, apply prime coat.
- D. Cement Treated or Lean Concrete Base: Remove loose material from surface of cement treated or lean concrete base course immediately before placing concrete surface course. Moisten the surface but do not place concrete over puddled water. Apply a double coat of bond breaker prior to placing surface concrete.

3.2 FORM CONSTRUCTION

- A. Check formwork for grade and alignment variance from the following tolerances:
 1. Top of forms not more than 1/4 inch from true grade.
 2. Vertical face on longitudinal axis not more than 1/4 inch from true line.
- B. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.3 REINFORCEMENT PLACEMENT

- A. Interrupt reinforcement at expansion joints.
- B. Use load transfer bars on longitudinal construction and transverse construction joints.
- C. Use smooth dowel in expansion joints.
- D. Keep load transfer bars and dowels in vertical center of concrete and perpendicular to the joint during concrete placement.
- E. Position mats on bar chair supports and properly tie before any concrete is poured. Keep mats clean, free from rust, flat, and free of distortions. Straighten bends, kinks, and other irregularities or replace units before concrete placement. Provide a minimum of 2 inch overlap to adjacent mats.

3.4 JOINTS

- A. General:
 - 1. Review joint layout with ENGINEER.
 - 2. Follow Section 32 13 73 requirements.
 - 3. Follow joint requirements in APWA Plan No. 261.
- B. Construction Joint: Construction joints (contact joints) (cold joints) are those made by placing concrete against cured concrete.
 - 1. The contact joint between separately laid lanes cannot deviate from a true line by more than 1/4 inch in any direction at any point.
 - 2. Tie both sides of longitudinal and transverse construction joints together with tie bars or key-way. Before placing concrete in adjoining slab, straighten tie bars to 0.1 feet of straight position.
 - 3. Do not cause edge slump when placing tie-bars or by over-working edge of slab.
- C. Contraction Joints: Contraction joints (crack control joints) are scorelines made to force crack joint locations in concrete. Keep a minimum of 3 working power saws on the Project when concrete operations are underway. Saw all joints before uncontrolled shrinkage cracking takes place. Do not tear or ravel concrete during sawing.
 - 1. Joint spacing measured in feet = twice the slab thickness measured in inches or a maximum of 15 feet.
 - 2. Joint Depth = $T/3$.
 - 3. Use of a mechanical control joint-void former in lieu of saw cutting or tooling is acceptable.
 - 4. Longitudinal Joints: Make longitudinal joints the same dimension as transverse joints.
 - 5. Make transverse joints across width of the Pavement full length and meet curb and gutter joints.
 - 6. Leave forms in place until paving operations are resumed on the other side of the joint.
- D. Volunteer Crack Joint:
 - 1. If a volunteer crack joints falls within 5 feet of the location of proposed contraction joint, omit the contraction joint.
 - 2. Rout volunteer crack joints to a 1-1/4 inch depth by 3/8 inch width. Clean and fill crack joint with backer rod and joint sealant.
 - 3. When crack joints occur within 2 feet of expansion or construction joints, replace panel. Use saw cuts and tie-bars or dowels in cut planes.
- E. Expansion Joints:
 - 1. If a deformed rebar is used in an expansion joint, provide sleeve for movement.
 - 2. Secure fillers to prevent movement. When butted together, do not leave voids or gaps between filler units.
 - 3. Set joint fillers full depth if no joint sealant is specified.
 - 4. Recess joint fillers if backer rods and joint sealant are specified or provide a plastic cap.

- F. If CONTRACTOR chooses to open the roadway to construction or public traffic prior to final sawing and sealing, install backer rod in the initial (green) cut to prevent entrance of incompressibles.

3.5 CONCRETE PLACEMENT

- A. At the beginning of concrete placement, test slump and air. If corrections are necessary, placement may proceed after 2 subsequent and consecutive batches pass testing.
- B. Any delay in excess of 15 minutes from placing to start of finishing operations is cause for stopping placement work.
- C. Do not place concrete until concrete sub base and surface course forms have been checked for line and grade. Moisten sub base if required to provide a uniform dampened condition at time of concrete placement. Do not place concrete around Manholes or other structures until they are at required finish elevation and cross-slope.
- D. Prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
- E. Do not place concrete in a longitudinal section until test specimens from the adjacent lane have attained an ASTM C 78 flexural strength (modulus of rupture) of 450 psi.
- F. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction joint.
- G. Place the concrete to the full width of the Pavement in a single construction operation unless indicated otherwise.

3.6 FINISHING

- A. Final finished grade tolerance shall be within plus or minus 0.04 feet of final grades on the drawings.
- B. Any delay in excess of 30 minutes for completing the finishing operation is cause for stopping concrete placing to correct the difficulties.
- C. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- D. After floating, test slab for trueness with a straight edge. Distribute concrete as required to remove surface irregularities. Refloat repaired areas to provide a continuous smooth finish.
- E. Round edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool. Eliminate tool marks.
- F. Surface Texture: After floating when excess moisture or surface sheen has disappeared.
 - 1. For speed less than 45 mph: 1/16 inch deep burlap drag, turf drag, or broom.
 - 2. For speed greater than 45 mph: 1/8 inch deep groove placed 80 degrees to center line and randomly spaced between 3/8 and 1-1/2 inches.
- G. Do not remove forms for at least 24 hours after concrete has been placed. After form removal, clean ends of joints and patch any minor honeycombed areas. Remove and replace areas or sections with major defects.

3.7 CURING

- A. Type II Class A or B (white pigmented) membrane forming compound applied in two directions for total white coverage on all exposed surfaces after texturing.
- B. Eliminate thermal shock of concrete by keeping cure temperature close to ground and air

temperature.

3.8 TOLERANCES

- A. Grade: 1/8 inch in 10 feet parallel to centerline.
- B. Cross Slope: 1/4 inch in 10 feet perpendicular to centerline except at cross section grade breaks.
- C. Thickness: Not less than 1/4 inch deficient.
- D. Roughness

Table 1 – Roughness Tolerance						
Speed and Traffic Class		Profile Roughness Index, (PRI) Inches / Mile				Profile Deviation Inches/25 feet Maximum
		IRI		PI		
		Min	Max	Min	Max	
0 to 29 mph	I or II	—	—	—	—	0.4
	III or IV	129	177	46	66	0.4
30 to 44 mph	I or II	90	115	35	50	0.4
	III or IV	70	90	21	35	0.4
45 mph +	All Classes	—	70	—	21	0.3

NOTES

- (a) Use a zero blanking band.
- (b) As a minimum, trace right wheel path in direction of travel
- (c) Traffic class defined in Table 3, Article 32 12 05.
- (d) IRI (International Roughness Index), ASTM E 950
- (e) PI (Profile Index), ASTM E 1274 .

1. Profile Deviation: Begin traces 50 feet before edge of new pavement and end traces 50 feet after edge of new pavement. Areas exceeding profile deviation tolerance are “must grind” areas.
2. Profile Roughness Index: (PRI)
 - a. Lot is 0.1 lane mile (528 feet long one lane wide). Add segments shorter than 250 feet to preceding Lot. Treat partial segments longer than 250 feet as a Lot.
 - b. Exclude from the Lot are turn lanes, parking lanes, medians, Street Fixtures, crowns of intersecting streets, bridge decks, grades greater than 8 percent, and vertical curves less than 1,000 feet radius (including super-elevation transitions).

3.9 OPENING TO TRAFFIC

- A. Not less than 3,000 psi compressive or 400 psi flexure strength.

3.10 PROTECTION AND REPAIR

- A. General: All expenses are at no cost to OWNER. B. Protection: Section 03 30 10 and as follows.
 1. Do not allow steel wheel rollers or steel wheel vehicles on the concrete Pavement. Keep traffic and construction equipment off at least 10 days after concrete placement or until 100 percent of the design strength has been achieved and verified by either
 - a. Maturity meter.
 - b. Concrete cylinders.
 2. If construction traffic is permitted, keep Pavement clean. Remove surface stains and spillage of materials as they occur.

3. Remove saw-cut dust immediately. Protect neighborhood, storm drains and downstream fish habitat.
- B. Repair:
1. Corrective Action for Profile Roughness Index: Grinding is acceptable. Re-profile corrected segments to verify ride index meets tolerance.
 2. Corrective Action for Cracks: Consider repair options published in Guidelines by the American Concrete Pavement Association (ACPA). Do not begin corrective work until ENGINEER agrees with repair option. Drill test cores when necessary to determine magnitude. Fill holes with Portland cement concrete bonded to Pavement with epoxy adhesive.

END OF SECTION

SECTION 08800

CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Joints and joint sealants in horizontal traffic surfaces for concrete sidewalks, curb, gutter and Pavement slabs.

1.2 REFERENCES

- A. ASTM C 920: Standard Specification for Elastomeric Joint Sealants.
- B. ASTM D 545: Standard Methods of Testing Preformed Expansion Joint Fillers for Concrete Construction (Non-extruding and Resilient Types).
- C. ASTM D 994: Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- D. ASTM D 1190: Standard Specification for Concrete Joint Sealer, Hot-Poured Elastic Type.
- E. ASTM D 1191: Standard Method for Testing Concrete Joint Sealers.
- F. ASTM D 1751: Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- G. ASTM D 1752: Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- H. ASTM D 1850: Standard Specification for Concrete Joint Sealer, Cold-Application Type.
- I. ASTM D 1851: Standard Methods of Testing Concrete Joint Sealers, Cold-Application Type.
- J. ASTM D 2240: Standard Test Method for Rubber Property - Durometer Hardness.
- K. ASTM D 2628: Standard Specification for Preformed Poly-chloroprene Elastomeric Joint Seals for Concrete Pavements.
- L. ASTM D 3405: Standard Specification for Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.
- M. ASTM D 3406: Standard Specification for Joint Sealant, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements.
- N. ASTM D 3407: Standard Methods of Testing Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.
- O. ASTM D 3408: Standard Methods of Testing Joint Sealants, Hot-Poured, Elastomeric-Type, for Portland Cement Concrete Pavements.
- P. ASTM D 3542: Standard Specification for Preformed Poly-chloroprene Elastomeric Joint Seals for Bridges.
- Q. ASTM D 3569: Standard Specification for Joint Sealant, Hot-Applied, Elastomeric, Jet-Fuel-Resistant-Type for Portland Cement Concrete Pavements.
- R. ASTM D 3575: Standard Test Method for Flexible Cellular Materials Made from Olefin Polymers.
- S. ASTM D 3581: Standard Specification for Joint Sealant, Hot-Poured, Jet-Fuel-Resistant Type, for Portland Cement Concrete and Tar-Concrete Pavements.
- T. ASTM D 3582: Standard Methods for Testing Joint Sealant, Hot-Poured, Jet-Fuel-Resistant Type, for Portland Cement Concrete and Tar-Concrete Pavements.
- U. ASTM D 3583: Standard Methods of Testing Joint Sealant, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements, or Joint Sealant, Hot-Applied, Elastomeric, Jet-Fuel-Resistant-Type, for Portland Cement Concrete Pavements.
- V. ASTM D 5249: Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement and Asphalt Joints.
- W. ASTM D 5893: Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.
- X. FS SS-S-200: Sealants, Joint, Two Component, Jet-Fuel Resistant, Cold-Applied, for Portland Cement Concrete Pavement.

1.3 SYSTEM PERFORMANCES

- A. Pavement joints include longitudinal and transverse expansion joints, contraction joints, construction joints, and crack control joints.
- B. Provide joint sealants that maintain watertight and airtight continuous seals.

1.4 SUBMITTALS

- A. Manufacturer's certification that product was manufactured, tested and supplied per source quality control requirements specified herein, together with a report of the test results and the date each test was completed.
- B. Manufacturer's instruction for joint preparation, type of cleaning and installation.
- C. Manufacturer's Product Data and Samples for each joint sealant product required.
- D. Safety data sheets.

1.5 QUALITY ASSURANCE

- A. Installation of joint systems are to follow manufacturer's published directions.
- B. For cold applied joint sealant installation, use installers approved by the joint sealant Supplier.
- C. Obtain joint sealing materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in original unopened containers or bundles with labels identifying manufacturer, product name and designation, color, expiration period for use, pot life, cure time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent deterioration; or damage due to moisture, high or low temperatures, contaminants, or other causes.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Compatibility: Provide joint fillers, sealant backings, sealants, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2.2 JOINT VOID - FORMER

- A. Plastic with a water stop.
- B. 1/4 depth of concrete structural section.

2.3 JOINT FILLER - SHEET TYPE

- A. F-1: Bituminous (asphalt or tar) mastic, ASTM D 994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt.
- B. F-2: Cane or other cellulosic fiber, ASTM D 1751. Saturated with asphalt.
- C. F-3: Granulated cork, ASTM D 1751. In an asphalt binder; encased between 2 layers of asphalt saturated felt or 2 layers of glass-fiber felt.
- D. F-4: Sponge rubber fully compressible, ASTM C 1752. With resiliency recovery rate of 90 percent minimum.
- E. F-5: Cork, ASTM C 1752. Impregnated and bound with asphalt, compressible with resiliency recovery rate of 90 percent if not compressed more than 50 percent of original thickness.
- F. F-6: Plastic foam (for cold-applied sealants only). Preformed, compressible, resilient, non-waxing, non-extruding strips of flexible, non-gassing plastic foam; non-absorbent to water and gas; 30 lb/ft³ density maximum, And of size and shape to control sealant depth and performance.

2.4 JOINT FILLER - BACKER ROD, TAPE, POURED FILL TYPE

- A. Backer material, ASTM D 5249 for cold- and hot-applied joint sealant in Portland cement concrete or asphalt Pavements joints.
 - 1. Type 1: Round rods.
 - 2. Type 2: Sheets or strips, laminated or skived.
 - 3. Type 3: Poured fills which completely fill Pavement joint.

2.5 JOINT SEALANT - GENERAL

- A. Color of exposed joint sealant indicated, or if not, as selected from manufacturer's standard colors.

2.6 JOINT SEALANT - HOT-APPLIED

- A. HAS-1: Asphalt base type, ASTM D 3405.

- B. HAS-2: Thermoplastic type, ASTM D 3581. Jet-fuel resistant without rubber unless indicated otherwise.
- C. HAS-3: Elastic type, ASTM D 1190.
- D. HAS-4: Elastomeric type, ASTM D 3406. One component, for Portland cement concrete Pavements.
- E. HAS-5: Elastomeric type, ASTM D 3569. One component, jet-fuel resistant, for Portland cement concrete Pavements.

2.7 JOINT SEALANT - COLD-APPLIED

- A. CAS-1: Elastomeric type, ASTM C 920. Chemically curing, for vehicular or pedestrian use, and types of construction other than highway and airfield Pavements and bridges and joint substrates indicated; Type S or M; Grade P or NS; Class 25; Use T, NT, M and O.
 - 1. Self leveling.
 - 2. Shore A Hardness: 40 \pm 5 ASTM D 2240.
 - 3. Final cure: 4 days maximum.
 - 4. Service range: -10 to 150 deg. F.
- B. CAS-2: Mastic type, ASTM D 1850. Single or multiple component; for joints having a minimum width of 1/2 inch.
- C. CAS-3: Coal-tar modified urethane, FS SS-S-200. One part, jet fuel resistant; Type H.
- D. CAS-4: Elastomeric preformed poly-chloroprene type with lubricant adhesive and indicated movement ratio.
 - 1. For concrete Pavement seal, ASTM D 2628.
 - 2. For concrete bridge seals, ASTM D 3542.
- E. CAS-5: Silicone type, ASTM D 5893. Single component, non-sag or self leveling, chemically curing sealant based on polymers of poly-siloxane structure intended for use in Portland cement concrete Pavements.
- F. CAS-6: Asphalt base meeting ASTM D 3405.
- G. CAS-7: Olefin polymer, ASTM D 3575 as follows.
 - 1. Tensile elongation 255 percent plus or minus 20 percent, Suffix T.
 - 2. Tensile strength 115 psi minimum, Suffix T
 - 3. Density 2.9 plus or minus 3 lbs/cf, Suffix W, Method A
 - 4. Water Absorption 0.025 lbs/sf maximum, Suffix L.

2.8 SOURCE QUALITY CONTROL

- A. Preformed Expansion Joint Fillers: Non-extruding and resilient types, ASTM D 545.
- B. Hot-Applied Joint Sealants:
 - 1. Elastic type used in concrete Pavements, bridges, other structures, ASTM D 1191.
 - 2. Bituminous type for hydraulic and asphaltic concrete Pavements, ASTM D 3407.
 - 3. Elastomeric type for hydraulic concrete Pavement, ASTM D 3408.
- C. Jet-Fuel-Resistant Joint Sealant: Hot-applied, ASTM D 3582 and ASTM D 3583.
- D. Cold-Applied Mastic Joint Sealant: Cold-applied, ASTM D 1851.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove oil, grease, wax, form-release-agents, curing compounds, bitumens, laitance and old chalking material by sandblast, or water blast as recommended by manufacturer of sealant. Maximum sand blast angle, 25 degrees plus or minus 5 degrees.
- B. Clean and dry with air blast. Do not contaminate air blast with oils or lubricants.
- C. Remove frost and moisture in concrete joint substrates before commencing sealing.
- D. Install bond breaker tape where needed or required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

3.2 JOINT SEALING

- A. General:
 - 1. Install sealants in uniform, continuous ribbons without gaps or air pockets, with complete bonding of joint surfaces on opposite sides.

2. Except as otherwise indicated, fill sealant rabbet flush with surface.
 3. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove so that joint will not trap moisture and dirt.
- B. Depths: Saw cut joints if necessary to provide the required sealant thickness and depth. Install sealant to depths indicated or, if not indicated, as recommended by sealant manufacturer, but within the following general limitations measured at center (thin) section of bead:
1. For sidewalks, Pavements, and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75 percent of joint width, but not more than 5/8 inch deep nor less than 3/8 inch deep.
 2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep nor less than 1/4 inch deep.
 3. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints full depth.
- C. Spillage: Do not allow poured sealant compound to overflow or spill onto adjoining surfaces or to migrate into voids of adjoining surfaces. Clean adjoining surfaces to eliminate evidence of spillage.
- D. Heating: Do not use overheated hot-applied sealants.
- E. Edges: Unless indicated otherwise, recess exposed edges of gasket and exposed joint fillers slightly behind adjoining surfaces so compressed units will not protrude from joints.

3.3 CURING AND CLEANING

- A. Cure sealants and caulking compounds per manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses. Use methods and cleaning materials approved by manufacturers of joint sealant and of products in which joints occur.
- C. Remove protective coating and oil from metals with solvent recommended by the sealant manufacturer.

3.4 PROTECTION

- A. Protect joint sealant during and after curing period from contact with contaminating substances or from damage resulting from deterioration or damage at time of Substantial Completion.
- B. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealant immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work at no additional cost to OWNER.

END OF SECTION

SECTION 08900

DRIVEWAY, SIDEWALK, CURB, GUTTER

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Concrete flatwork such as but not limited to waterways, waterway transition structures, sidewalks, curbs, gutters, Driveway Approaches.

1.2 REFERENCES

- A. American Public Works Association (Utah Chapter).
 - 1. Plan 205: Curb and Gutter.
 - 2. Plan 209: Curbs.
 - 3. Plan 211: Waterway.
 - 4. Plan 213: Waterway Transition Structure.
 - 5. Plan 215: Dip Driveway Approach.
 - 6. Plan 216: Mountable curb driveway approach.
 - 7. Plan 221: Flare Driveway Approach.
 - 8. Plan 225: Open Driveway Approach.
 - 9. Plan 229: Pipe Driveway Approach.
 - 10. Plan 231: Concrete Sidewalk.
- B. ASTM A 36: Standard Specifications for Structural Steel.
- C. ASTM C 39. Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- D. ASTM C 172: Standard Method of Sampling Freshly Mixed Concrete.

1.3 DEFINITIONS

- A. Driveway: A paved or unpaved vehicular thoroughfare outside of, but connected to a public road right-of-way or highway right-of-way.
- B. Driveway Approach: (1) A vehicular thoroughfare connecting a public road or highway to a driveway. (2) A concrete structure composed of sidewalk, apron and any curb and gutter abutting the apron. When an apron is built as a bridge over curb and gutter, the bridge is included in this definition.

1.4 SUBMITTALS

- A. Concrete mix design.
- B. Batch ticket.
- C. Quality Control Inspections and Testing Report: Upon ENGINEER's request, submit a report describing source and field quality control activities and test results performed by CONTRACTOR and CONTRACTOR's Suppliers.

1.5 NOTICE

- A. Send written notice to residents and businesses within affected area at least 3 days before work starts.
- B. Indicate when concrete work will take place and when driveway approach can be used.
- C. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- D. Should work not occur on specified day, send a new notice.

1.6 ACCEPTANCE

- A. General:
 - 1. Acceptance is by Lot. One Lot is one day's production.
 - 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring material as part of its installation.

B. Concrete Mix:

1. Testing Frequency: Sample per ASTM C 172. Temperature, Slump, Air: Lot size is 1 random batch. Reject non-complying batches until 2 consecutive batches are compliant then proceed in random batch testing for acceptance.
2. Strength: ASTM C 39. Lot size is 50 cubic yards. At ENGINEER's discretion, a Lot with sub-lot test deviations greater than Reject may stay in place at 50 percent cost.

<u>Pay</u>	<u>PSI Below 28 day</u>
<u>Factor</u>	<u>Compressive Strength</u>
0.98	1 to 100
0.94	101 to 200
0.88	201 to 300
0.80	301 to 400
Reject	Greater than 400

C. Placement, finishing and protection.

1. Verify line, grade, cross slope and finish.
2. No standing water in curb and gutter.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete Mix.:
 1. Cast-in-place: Class 4000.
 2. Maximum slump per mix design.
- B. Reinforcement: Grade 60 ksi galvanized or epoxy coated steel.
- C. Expansion Joint Filler: F1 sheet 1/2 inch thick.
- D. Contraction Joint Filler (Backer Rod): Closed cell, Type 1 round.
- E. Contraction Joint Sealer: HAS1 or HAS4 hot applied.
- F. Curing Compound: Membrane forming compound.
- G. Plate Steel: ASTM A 36 galvanized.

PART 3 - EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Slip Form Machines.
 1. Placement must produce required cross-section, lines, grades, finish, and jointing as specified for formed concrete.
 2. If results are not acceptable, remove and replace work with formed concrete.

3.2 PREPARATION

- A. Control pedestrian and vehicular traffic.
- B. Examine surfaces scheduled to receive concrete formwork for defects.
- C. Do not start work until defects are corrected.
- D. Check slopes on each side of the work to ensure drainage. Failure to check and verify will result in CONTRACTOR repairing any drainage deficiencies at no additional cost to OWNER.

3.3 LAYOUT

- A. Provide 6" base course min. (1" gradation) under all flatwork. Compact to 96% of maximum dry density.
- B. Testing is required for compaction of base course material before concrete is placed.
- C. Plans shall be of sufficient engineering quality to ensure good grade control with no interval greater than 50 feet. Curves shall have grade control on 25-foot intervals.
- D. All grades shall be set within 0.01 feet of true grade at any given spot.
- E. Concrete forms shall be of sufficient rigidity to support construction or may be slip form equipment

- for construction of curb and gutter where long, straight portion are involved.
- F. Three tests for compressive strength shall be made: (1) 7 day; and (2) 28-day strength. Each truck load is to be tested for slump and air entrainment and temperature. Tests for strength are to be taken every 50 cubic yards of material (three (3)cylinders). Testing will be arranged for by the project manager at the OWNER's expense. Any additional testing due to test failure shall be specified to be at the CONTRACTOR's expense.
 - G. Fibrous Reinforcement shall be specified for all exterior flatwork.
 - H. Expansion Joints shall be no more than 1/2" wide asphalt impregnated premolded fiber complying with ASTM D 1751. Install expansion joints at intervals not to exceed 40 linear feet in any direction. Control joints shall be installed at intervals not to exceed 10 linear feet in any direction. Control joints shall be 1/4th thickness of the slab and shall be cleanly inscribed by trowel or by saw-cutting.
 - I. Joint Sealant shall be a one part non-priming polyurethane sealant, gray in color. The Sealant shall conform to federal specification TT-S-00230c, Type II, Class A.
 - J. Field Tolerances:
 - 1. Curb or Curb and Gutter: Line - Less than 1/2" in 10 feet and not more than 1" from true line at any location. Grade - No more than 1/4 inch from true grade at any point.
 - 2. Sidewalk: Line - Less than 1/2" in ten feet and not more than 1" from true line at any location. Grade - Not more than 1/4" plus or minus deviation from a 10 foot straightedge. Ponding - Less than 1/4" at any location. Cross Slope - Plus or minus 1/2" percent from shown on plans provided that adequate cross drainage is provided.
 - K. Curb, Gutter, Curb and Gutter: Plan 205, 209, 211, 213.
 - 1. Line: Less than 1/2 inch variance in 10 feet and not more than 1 inch from true line at any location.
 - 2. Grade: Not more than 1/4 inch variance in 10 feet. Flood curb and gutter with water after final cure has been reached. Remove and replace any area where ponding is found.
 - L. Sidewalk: Plan 231.
 - 1. Cross slope 2 percent.
 - 2. Landing slope 2 percent maximum in any direction.
 - M. Driveway Approaches: Plan 215, 216, 221, 225, 229.

3.4 CONCRETE PLACEMENT

- A. Make sure base course is uniformly damp at time of concrete placement.
- B. Obtain ENGINEER's review of base course and forms before placing concrete.
- C. Do not use methods that segregate the mix.
- D. Place concrete so time between end of placement and beginning of finishing is less than 15 minutes.
- E. Consolidate concrete with vibrator or other acceptable method. Do not use mechanical vibrators. Prevent dislocation of inserts.

3.5 CONTRACTION JOINTS

- A. Geometrics:
 - 1. Tooled Joints (Score Lines):
 - Depth = T/4. T is the depth of the concrete slab in inches.
 - Top radius = 1/2 inch.
 - 2. Saw Cut Joints: Saw joints before uncontrolled shrinkage cracking occurs. Do not tear or ravel concrete during sawing.
 - 3. Template Joints: 1/8 to 3/16 inch wide 1/4-depth of slab.
- B. Sidewalks.
 - 1. At intervals equal to the width of the sidewalk and transverse to the line of walk.
 - 2. Radial at curbs and walk returns.
 - 3. Place longitudinal joints in walks when width of walk in feet is greater than 2 times the walk thickness in inches. (e.g. maximum width of a 4 inch thick walk before placement of a longitudinal contraction joint is 8 feet). Make longitudinal joints parallel to, or

- concentric with, the lines of the walk.
- 4. In walk returns make 1 joint radially midway between the beginning of curb returns (BCR) and end of curb returns (ECR). Match longitudinal and traverse joints with the adjacent walks.
- C. Curb, Gutter, Waterway.
 - 1. Place joints at intervals not exceeding 12 feet.
 - 2. At curb radius and walk returns make the joints radial.
 - 3. Where integral curb and gutter is adjacent to concrete Pavement, align the joints with the Pavement joints where practical.

3.6 EXPANSION JOINTS

- A. Expansion Joints shall be no more than 1/2" wide asphalt impregnated premolded fiber complying with ASTM D 1751. Install expansion joints at intervals not to exceed 40 linear feet in any direction. Control joints shall be installed at intervals not to exceed 10 linear feet in any direction. Control joints shall be 1/4th thickness of the slab and shall be cleanly inscribed by trowel or by saw-cutting.
- B. Sidewalks, Sidewalk Ramps.
 - 1. Place expansion joints to separate sidewalk from utility poles, hydrants, Manhole frames, buildings and abutting sidewalks.
 - 2. Place expansion joints between the sidewalk and the back of curb returns and between the sidewalk and sidewalk ramps.
 - 3. Do not place expansion joints in sidewalk ramp surfaces.
 - 4. Expansion joints are not required when using slip form method to place concrete except where sidewalk changes direction or where it joins foundation walls or structures.
- C. Curb, Gutter, Waterway.
 - 1. Do not place longitudinal joints in drain gutter flow-lines.
 - 2. Where drain gutter transitions extend beyond the curb return, place expansion joints at the ends of the drain gutter transition.
 - 3. Place expansion joints at beginning of curb radius (BCR) and end of curb radius (ECR).
- D. Slip Form Work: Expansion joints are not required except at BCR or ECR.
- E. Driveway Approach: Do not place expansion joints in curb returns.
- F. Street Intersection Corner: Place expansion joints at BCR and ECR.

3.7 FINISH

- A. Round edges exposed to public view to a 1/2 inch radius.
- B. Apply broom finish longitudinal to curb and gutter flowline.
- C. Apply broom finish transverse to sidewalk centerline as follows.
 - 1. Fine hair finish where grades are less than 6 percent.
 - 2. Rough hair finish where grades exceed 6 percent.
- D. Remove form marks or irregularities from finish surfaces.

3.8 CURING

- A. Type ID Class A (clear with fugitive dye) membrane forming compound. Apply total coverage in 2 directions after texturing.
- B. Eliminate thermal shock of concrete by keeping cure temperature even throughout extent and depth of concrete slab.

3.9 PROTECTION AND REPAIRS

- A. General: All expenses are at no cost to OWNER.
- B. Protection:
 - 1. Protect concrete work from deicing chemicals during the 28 day cure period.
 - 2. Immediately after placement, protect concrete from graffiti or other types of mechanical injury.

3. Correct all humps or depressions.
4. Secure ENGINEER's acceptance of method of correction.

END OF SECTION