PROPOSAL FORM

BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION TOWSON, MARYLAND

Division of Construction Contracts Administration

CIVIL ENGINEER

Rummel, Klepper & Kahl; RK&K 700 E. Pratt Street; Suite 500 Baltimore, Maryland 21202

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Contract Number 25033 GX0
Property Management Project
Rockdale Park Renovations & Enhancements –
3326 North Rolling Road, Gwynn Oak, Maryland 21244
Gwynn Oak– District 2c4
Workday Number
PROJ-10000865

CONTRACT BASED ON SEPTEMBER 2023
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS
AND STANDARD DETAILS FOR CONSTRUCTION

Bidders Information

A pre-bid meeting will be held on Wednesday, September 24 at 10:00 a.m. EST via WebEx. *Phone-In* (Audio Only) 1-415-655-0001, Meeting Number 2312 462 3918##. *Video Conference* go to https://signin.webex.com/join Meeting Number 2312 462 3918, **Password**: WNmTMbWi729, for Webex link go to: https://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations

Baltimore County Prevailing Wage & Local Hiring Affidavit, Requirements & Wage Rates **see** pages 390-397.

(Contract Disclosure): "Wage rates that are in effect as of the contract solicitation date will be the wage rates through the duration of the project"

MBE/WBE Requirements & Forms see pages 398-412

THIS PROPOSAL FORM INCLUDES AND INCORPORATES ALL DOCUMENTS AND INFORMATION REFLECTED, LISTED, AND/OR REFERENCED IN THIS TABLE OF CONTENTS, AND ALL SUCH DOCUMENTS AND INFORMATION ARE PART OF AND INCORPORATED INTO THE CONTRACT DOCUMENTS.

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SECTIONI

INFORMATION FOR BIDDERS

ELECTRONIC SUBMITTAL PROCESS

To be considered, Bids (Section IV – Proposal) shall be received by the bid closing date and time to the following email address dpwbid@baltimorecountymd.gov. The contract number and company name should be referenced in the Subject Line of the email. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is 1 of 2, 2 of 2, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

After submitting a Bid to dpwbid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Division of Construction Contracts Administration and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described above, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

NOTE: Electronic copy of the Bid Bond will be accepted at bid opening. The apparent low bidder is required to submit the original Bid Bond within ten (10) days after the bid opening to the Division of Construction Contracts Administration, 111 West Chesapeake Avenue, Room 300B, Towson, Maryland 21204.

INSTRUCTIONS AND SPECIFICATIONS

Refer to the enclosed proposal sheets for quantities to be bid upon. All proposals submitted on the attached form must give the price in clear figures for each item of the proposed work and be signed by the bidder with his name and address. Bidders must not change any item in the proposal for which a price has been stipulated by the County. Any change will cause rejection of the proposal.

NOTE: STATEMENT UNDER OATH FORM TO ACCOMPANY BID as per Baltimore County Purchasing Act 65-98, Section 15-94 and 15-95 which requires that the enclosed affidavit (see Proposal Affidavit pages in Section IV) be completed and submitted as part of the sealed bid.

Proposals made on any other than the attached form will not be considered. All papers included in, bound thereto, or attached to the Proposal Form are necessary parts thereof and shall not be detached, separated, or altered in their intent.

Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal or void and may cause its rejection.

All right is hereby reserved by the Purchasing Agent to reject any or all proposals and to waive formalities and technicalities as the interest of the County may require.

No successful bidder may withdraw his bid within <u>NINETY (90)</u> days after the opening thereof.

The successful bidder will be required to be bonded to Baltimore County, Maryland to the sum of One Hundred per Cent (100%) of the amount of his proposal or proposals according to the form of bond hereto attached for projects in excess of \$25,000.00.

This Proposal must be accompanied by a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment of the amount thus determined in case of a default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award. The Bid Bond must be in the form accompanying the Proposal executed by a Surety licensed in the State of Maryland. The Surety must be currently rated "B" or better by the A. M. Best Company, and the bid must be in an amount less than, or equal to, the underwriting limitation contained in Department of Treasury Circular 570 as amended at the time of the underwriting.

All work to be performed under this contract shall be done under strict compliance with Baltimore County Department of Public Works and Transportation September 2023 <u>Standard Specifications for Construction and Materials</u> and <u>Standard Details for Construction</u> and any and all proposed revisions thereto as of the date of advertisement and copies of which are available on the County's website at <u>www.baltimorecountymd.gov/departments/public-works/standards</u>, and all of which are made a part hereof and incorporated herein (collectively, the "Specifications").

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached and as herein provided, the award may be annulled and the contract awarded to the lowest responsible bidder who has consented to a time extension, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the Purchasing Agent may reject all of the bids as the interest of the County may require.

The Bid Bond of the three lowest bidders is deemed to be effective until the execution and delivery of the Contract Agreement, together with Payment and Performance Bonds for projects in excess of \$25,000.00 or until rejection of all bids, whereupon Surety is deemed relieved of all further obligations under the bid bonds provided.

Bidders must examine the drawings and specifications carefully and must make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the specification, inquiry shall be made of the Director of Public Works and Transportation at least five (5) days prior to the date of

bid opening. The submission of the Proposal shall indicate that the bidder thoroughly understands the drawings and the terms of the Specifications.

To better ensure fair competition and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced may be rejected by the Purchasing Agent.

Bidders are required to fill out the total price column and total their proposals so that the result of the bidding, barring possible arithmetical errors, will be known at once. Any errors in computations will be corrected by the Engineer when the proposals are canvassed. Where the unit price and the total price are at variance, the unit price will prevail.

Bidders must be prepared to complete the work within the time stated in the proposal.

NOTE: ONLY CONTRACTORS FORMALLY PRE-QUALIFIED WITHIN THE ADVERTISED WORK CLASSIFICATION BY THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATON OF BALTIMORE COUNTY 10 CALENDAR DAYS PRIOR TO BID OPENING WILL BE ELIGIBLE TO SUBMIT BIDS.

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract. Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.

Baltimore County has adopted a Minority Business Enterprise (MBE) program and Women's Business Enterprise (WBE) Program. The percentage of participation applies to the contract amount awarded to the Contractor. Qualified minority subcontractors are those certified as being a Minority Business Enterprise by the following:

- 1. Maryland Department of Transportation Certification Committee (MDOT)
- 2. City of Baltimore, Minority Business Certification Council

Projects funded by the Federal Highway Administration are limited to the certification listed under #1 (MDOT).

More detailed information regarding the County's MBE/WBE Program can be obtained from the County MBE Office, telephone (410) 887-3407. See Executive Order dated December 6, 2022. MBE/WBE Participation Summary and Forms A, B, C, D and E enclosed in this proposal booklet.

NOTE: If you do not complete and submit the enclosed forms with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer **NON-RESPONSIVE** and accordingly the **COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD**.

The County reserves the right to require the low bidder to produce evidence indicating that the company's financial condition is equal to, or better than, that enjoyed by the company at the time of prequalification. This additional information may be in the form of a financial statement or other evidence satisfactory to the Office of Budget and Finance.

Bidders' attention is directed to the requirement that a permit must be obtained from the Baltimore County Bureau of Highways and Bureau of Traffic Engineering prior to cutting any County

road for the purpose of obtaining sub-surface soils information, and permission must be obtained from the State Highways Administration prior to making any openings in a State road.

Under no circumstances shall a bidder enter upon any property outside a County or State road for the purpose of securing sub-surface soils information until permission is received from the property owner. The fact that the County has obtained a utility easement does not give the bidder the right to enter upon the property.

Prevailing index price of asphalt cement/ton \$640.00.

<u>INCLEMENT WEATHER POLICY:</u> If Baltimore County <u>General Government</u> Offices are open or open with liberal leave the day the bids are due, the bids are due as stated in the bid documents (date and time). <u>ONLY</u> when the Baltimore County <u>General Government Offices</u> are <u>OFFICIALLY CLOSED</u> the day the bids are due, the bid date will be postponed and an Addendum will be issued the next business (or next day buildings are officially open) day the county offices are open with the new bid date and time.

<u>BID TABULATIONS:</u> All bid tabulations will be confidential until after final award, at which time the total bid amounts for all bidders, as well as the complete bid tabulations for the top three (3) bidders, can be inspected by others when requested in writing pursuant to the Maryland Public Information Act.

ALTERNATIVE SOURCES OF CONTRACT BONDS: In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC). The Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa), an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions. MSBDFA also provides lines of credit, term loans and loan guarantees to help qualified businesses purchase equipment and real property, make improvements to leased property, refinance existing debt and assist them with their working capital needs. For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone: (410) 333-4270. Or visit their website at www.mmgcapitalgroup.com for information, applications and a checklist of required documents and reports that must accompany the application.

SECTION II

SPECIAL PROVISIONS

MAINTENANCE BOND

Per the Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials, Section GP-4.10 (C) states, the contractor is required to post a maintenance bond in the amount of five (5) percent of the total cost of the contract or withhold five (5) percent retainage for two (2) years from the date of Final Acceptance.

GP-SECTION 4.10(C) REVISED 09/2024

BOND NO						
CONTRACT NO	_					
MAINTENANCE BOND						
THIS MAINTENANCE BOND is entered into on this, 20 , by and between	day of					
as principal ("Principal") and	ety ("Surety"), are held and					
WHEREAS, the above-named Principal has entered into a written con Number dated						
(the "Agreement"), the terms of which are hereby incorporated by ref	erence; and					
WHEREAS, Principal has completed construction under the Agreement	ent; and					
WHEREAS, the Agreement includes a warranty on the quality of the for a period of two (2) years from the date of the County's final accep (2) additional years beyond the repair date if any repair is done during	otance and that runs for two					
WHEREAS, Principal is required to cause this instrument to be execu Obligee as security for maintenance during the warranty period in an total value of the Contract.						
NOW, THEREFORE, the Principal and Surety are held and firmly be sum of \$	Dollars ica, for the payment of d their personal					
The conditions of this bond are as follows:						
1. The Principal shall, for a period of two (2) years from and completion and acceptance of same by Obligee, replace al Work, whether resulting from defective materials, equipm workmanship. After such period, this obligation shall be a shall remain in full force and effect.	l defects arising in the ent, design furnished or					

BALTIMORE COUNTY, MARYLAND

GP-SECTION 4.10(C)

REVISED

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- 2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligee shall mail, by certified mail, to Surety at the address listed below, a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligee under this bond until the notice of claim is mailed.
- 3. When the Obligee has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligee within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts.
- 4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.
- 5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in the Annotated Code of Maryland Courts and Judicial Proceedings §5-102.

WITNESS OR ATTEST:	(Principal – Contractor Name)	
	By:	
	Type Name:	
	Type Title:	
	Date:	
	(Surety)	
	By:	
	Type Name:	
	Type Title:	
	Type Address:	
	Date:	

GP-SECTION 4.10(C) REVISED 09/2024

The Contract shall be done in strict compliance with the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction", and any and all revisions thereto as of the date of the fully executed Contract, including but not limited to the General Conditions Building Projects, as applicable, and all of which are made a part hereof and incorporated herein (collectively, the "Specifications"). Copies of which are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE FOLLOWING SECTIONS OF THE SPECIFICATIONS (GP-1.03 AND GP-5-15) SHALL BE STRICKEN AND THE FOLLOWING SHALL BE INSERTED IN AND INCORPORATED INTO THE CONTRACT IN LIEU THEREOF:

GP-1.03 ORGANIZATIONAL DEFINITIONS

Administration - Baltimore County.

Administrator - The Director of the Office of Budget and Finance, Baltimore County.

Baltimore County - Baltimore County, Maryland: a body corporate and politic.

Department - The word "Department" shall mean the Office of Budget and Finance of Baltimore County.

Engineer - One of the following engineering executives:

Director of Office of Budget and Finance Chief, Property Management Division of the Office of Budget and Finance

Any delegation of the Engineer's authority must be authorized in writing by any one of the above listed officials, and such delegation of authority will pertain only to the specific contract and/or contracts shown by the authorization. The title of the specific official will appear in those cases within these specifications where the word "Engineer" as defined herein is not sufficiently specific.

Inspector - The authorized representative of the procurement officer assigned to make detailed inspection of any or all portions of the work, or materials therefor.

Procurement Officer - See Engineer.

GP-5.15 DISPUTES

- (a) Except as otherwise may be provided by applicable law or regulation, all disputes arising under or as a result of a breach of this Contract that are not disposed of by mutual agreement shall be resolved in accordance with this General Provision.
- (b) As used herein, "claim" means a: written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this General Provision. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed either as to liability or amount, it may be converted to a claim for the purpose of this General Provision.

- (c) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for decision to the Department's Chief of the Property Management Division for his decision in consultation with the County Office of Law. The Contractor's written request shall set forth all the facts surrounding the controversy, including, but not limited to, those items listed in GP-5.14(b). Any claim by the County shall be decided in like manner.
- (d) The Contractor, at the discretion of the Engineer, may be afforded an opportunity to be heard and to offer evidence in support of his claim. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.
- (e) The Department's Chief of the Property Management Division shall decide any and all claims. The decision by the Department's Chief of the Property Management Division shall be issued within ninety (90) Days on matters of less than fifty thousand dollars (\$50,000) and within one hundred eighty (180) Days on matters of fifty thousand dollars (\$50,000) or more. The written decision of the Department's Chief of the Property Management Division shall be final and binding unless appealed in writing to the Director of the Department within thirty (30) Days of the Chiefs written opinion to the parties. If the Chiefs decision is timely appealed in writing to the Director of the Department, the Director of the Department, serving as referee, will review the written appeal submitted to assure all reasonable attempts were made to resolve the appeal.
- (f) The Director shall issue his/her decision in writing within ninety (90) Days. The Director's decision shall be final and conclusive unless a written appeal is mailed or otherwise filed with the County Administrative Officer within thirty (30) Days of the Director's written decision.
- **(g)** When the County Administrative Officer is satisfied all efforts at the Department level were made to resolve the dispute, a claim shall be resolved as follows:
- (1) Subject to, and without in any way enlarging or limiting the other provisions of the Contract, the parties to any Agreement which adopts or incorporates by reference these Standard Specifications, appoint the County Administrative Officer as an administrative hearing officer pursuant to Article 25A, "Chartered Counties of Maryland", of the Annotated Code of Maryland.
- (2) The parties further grant the County Administrative Officer the right to delegate this responsibility and authority in writing to a County official who is a registered professional engineer, independent of the Department of Public Works and Transportation's Division of Construction Contracts Administration, or to any other County official.
- (3) For disputes involving ten thousand dollars (\$10,000) or more the decision of the administrative hearing officer shall be final and binding on both parties, subject only to such appeals on the record as provided by Article 25A. For disputes involving less than ten thousand dollars (\$10,000), the decision of the administrative hearing officer shall be final and binding on both parties.

GENERAL CONDITIONS

BUILDING PROJECTS



Revised September 1, 2024, in compliance with September 2023 Standard Specifications for Construction and Materials

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GENERAL CONDITIONS DESIGN BUILD BUILDING PROJECTS

I. SPECIFICATIONS

Article 1 Applicable Specifications

All work performed under this Contract shall be done under strict compliance with the *Specifications* bound herewith, and with the *Baltimore County Standard Specifications for Construction and Materials* and the *Standard Details for Construction* dated September 2023 and subsequent addenda thereto, so far as the same may be applicable, copies of which are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards. These General Conditions are in addition to the aforementioned Specifications. Should there be any conflict with the aforementioned manuals, the *General Conditions* take preference.

II. <u>DEFINITIONS</u>

Article 2 Definitions

- A. Architect and/or Engineer shall mean the registered Architect and/or Engineer commissioned by the County to prepare the plans and contract documents.
- B. *Engineer* in these General Conditions and in the Construction Specifications in some instances refers to authorized representatives of the Office of Budget and Finance, Property Management.
- C. Subcontractor, as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnished material worked to a special design according to the Plans and Specifications for the "work." It excludes one who merely furnished material not so worked.
- D. Written Notice shall be deemed to have been duly served 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 to or sent by registered mail to the last business address known to him who gives the notice.
- E. Repair means to restore after injury, deterioration, or wear; to mend, to renovate, by such means as appropriate, and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth, and fully serviceable. Upon completion of such repair it must be, unless otherwise stated, rendered to such condition as to present a first-class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first-class finish, to be applied without extra cost to the County. When the word "repair" is used in connection with machinery or mechanical equipment, it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient, ready for the normal use for which it was originally intended.

F. Some parts of the "Construction Specifications," bound herewith are of the abbreviated or "streamlined" type and includes incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words "shall be" or "shall" will be supplied by inference when colon (:) is used within sentences or phrases.

Article 3 Time Limits

The proposal shall indicate whether the contract limit is based on Working Days or Calendar Days. If this is not indicated in the Proposal, then the time limits will be based on Calendar Days.

Article 4 Sunday, Night and Holiday Work

If Sunday, night or holiday work is necessary due to an emergency or is permitted by the Engineer, the Contractor shall secure and pay for any and all permits required in connection with this work.

III. CONTRACT DOCUMENTS AND SHOP DRAWINGS

Article 5 Contract Documents

A. Clarification

It is assumed that the Contractor has obtained clarification of all questions which may have arisen as to intent of the contract documents, or assumed, or actual conflict between two or more items in the Contract Documents as required in "Instructions to Bidders." Should the Contractor have failed to obtain such clarification as required by the "Instructions to Bidders," then the Engineer may direct the work to proceed by any method indicated, specified or required by the Contract Documents in the interest of maintaining the best construction practice. Such direction by the Engineer shall not constitute a claim for extra by the Contractor.

B. Jargon

Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.

C. Drawings

The Contractor shall do no work without proper drawings and instructions. Drawings are, in general, drawn to scale; however, symbols are used to indicate materials and structural and mechanical requirements. When symbols are used, the drawings are, of necessity, diagrammatic, as it is not possible to indicate all connections, fittings, fastenings, etc., which are included as a part of the work. Diagrammatic indication of mechanical piping, ducts, and conduit within the buildings is subject to adjustment in order to obtain proper grading, passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall coordinate these adjustments.

1. Copies no longer Furnished

The County will no longer furnish the Contractor any copies of the Drawings and Specifications. Additional copies may be obtained by the Contractor down loading drawings and specifications from the Baltimore County Solicitation Web Page.

2. Copies of the Work

The Contractor shall keep in the office on the job a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the Engineer and representatives of the County.

3. Ownership

All documents as furnished by the County remain the property of the County. They must not be used on other work but shall be returned to the County upon completion of the work.

D. Large Scale Detail Drawings

The Architect shall furnish, when necessary, additional instructions in the form of large scale developments of the drawings used for bidding, or to amplify Construction Specifications for the proper execution of the work. These shall be true developments of the bidding documents and reasonably inferable there from. The work shall be executed in conformity herewith. [See Article 6, Paragraph A.3.(c)]

E. Dimensions

The Contractor shall carefully check all dimensions prior to execution of the particular work affected. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the Engineer prior to any construction or demolition. Should any dimensions be missing, the Engineer will be consulted and supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. The obvious intent of the documents or obvious requirements dictated by conditions existing or being constructed supersedes dimensions or notes which may be in conflict herewith.

Whenever a stock size manufactured item or piece of equipment is specified by its nominal size, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. No extra will be allowed by reason of work requiring adjustment in order to accommodate the particular item of equipment.

Whenever new work, building, addition or portions thereof are not accurately located by plan dimensions, the Engineer will supply exact position prior to execution of the work.

Article 6 Shop Drawings

A. Shop Drawings (those prepared by the Contractor or Vendor of Material)

The Contractor shall submit for the Architect's approval, at such times as agreed (see Article 8), shop drawings (to include setting drawings and schedules) as required for the work of the various trades. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

1. Items to be Detailed

Shop details shall be supplied for all items which are specially fabricated for the work or when the assembly of several items is required of a working unit. Shop drawings are required for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made flashings or roofing and sheet metal work, specially made millwork, special rough hardware and all heating, ventilating, plumbing and electrical requiring special fabrication or detailed connections, including ducts.

2. Submissions

Shop drawings, brochures and catalog cut submissions shall consist of sufficient copies to provide for the retention by the Architect and County of five (5) copies total plus such additional copies as the Contractor may require. Drawings shall not exceed 24 in. x 36 in. in size.

3. Examination and Approval

The Contractor shall review all shop drawings, brochures and catalog cuts provided by the subcontractors and vendors prior to submitting them to the Architect. The Architect shall examine shop drawings with reasonable promptness, noting desired corrections, or granting approval.

a. Field Dimensions and Conditions

The Architect is not responsible for the checking of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor.

b. Resubmission

When the Architect's notations or corrections are extensive, then the Contractor shall resubmit the drawings with changes made on the drawings.

c. Contractor's Responsibility

Unless the Contractor has in writing, notified the Architect to the contrary, at the time of submission, it will be assumed that the drawings are in conformity with the Contract Documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the manner of operation from that contemplated in the Contract Documents.

d. Architect's Notations

Should the Contractor consider any change or notation received in compliance with paragraph (c) above as increasing the cost of the work from that contemplated in the Contract Documents, then the Contractor shall desist from further action relative to the item he/she questions and shall notify the Engineer, in writing, within five (5) days of the additional cost involved. No work shall be executed until the entire matter is cleared or a Change Order issued, or the Contractor is ordered by the Engineer to proceed under the provisions of the County's Standard Specifications. Failure of the Contractor to serve written notice, as above required, shall constitute a waiver of any claim in relation thereto.

- (1) Similarly, should the Architect's notation or change involve less work than is covered by the Contract Documents, the Contractor shall allow the County the credit resulting from the change.
- (2) Should the Contractor consider that any notation or change made by the Architect under provisions of this paragraph, paragraph (c), above, as involving a complete change in the subcontractor's relation or the substitution of a material different from that on which the Contract was based, then the Contractor shall act as herein stated or as in paragraph (c) above.

4. Project Completion

At the completion of the project, the Contractor shall submit a list of shop drawings for the entire project. This list shall contain the following information: title, description, specialty (Architectural, Structural, Mechanical, etc.), decision (no exceptions taken, approved, approved as noted, etc.).

Article 7 Separate Contracts

A. The County reserves the right to let other contracts in connection with paving and utilities adjoining this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to the defects which may develop in the other contractor's work after the execution of the work.
- C. To ensure the proper execution of his/her subsequent work, the Contractor shall verify work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

IV. PAYMENTS

Article 8 Payments

- A. Under this Contract payments will be made monthly on the valuation of work accomplished and on account of materials delivered on the site, for incorporation in the work, which are suitably stored.
- B. At the first of each month, the Contractor shall submit to the Engineer an application for payment on a form provided by the Engineer. Prior to application for first payment, the Contractor shall submit to the Engineer a schedule of values for the various parts of the work, including quantities, aggregating to the total sum of the Contract. This shall be so divided as to facilitate payment to subcontractors in accordance with Article 28, Paragraph C.1. The form of this submission shall be such as the Contractor or Engineer have agreed upon, and, if required, shall be supported by such evidence as to its correctness as the engineer may direct. This schedule, when approved by the Engineer, shall be used as a basis for approval of payment unless it is found to be in error. In applying for payment, the Contractor shall submit a statement based upon the schedule, itemized in such form and supported by such evidence as the Engineer may require. showing the Contractor's right to the payment claimed. If required, the Contractor shall show receipts and other vouchers for the payments for materials and labor including payments to subcontractors, as required by Article 28.

C. Materials Purchased Under Allowance

The Engineer will provide schedules for all materials to be purchased from specified allowance.

Article 9 Approval of Payments

If the Contractor has made application, as above, the Engineer shall review and approve such payments as is decided to be properly due in accordance with the approved schedule. In approving such partial payments, there shall be retained no more than 10% of the total amount for the first 50% of the contract, after which only 5% of the total amount of the contract may be withheld unless the need is demonstrated for retaining more to protect the public interest.

Article 10 Payment Withheld

- A. The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
 - 1. Defective work not remedied.
 - 2. Claims filed, or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
 - 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 5. Damage to another Contractor.
 - 6. Failure of the Contractor to submit data required within the time limits stated in the Contract Documents.

Upon removal of the above, payment shall be made for the amounts withheld.

Article 11 Changes in Work

- A. The County, without invalidating the Contract, may order changes in the work by altering, adding to or deduction from the work, the Contract sum being adjusted accordingly. Such change shall be executed under these *General Conditions*. Extension of time made necessary thereby shall be adjusted at the time of such Change Order.
- B. The Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless a written order for the Office Budget and Finance, Property Management signed or countersigned by the Director has been received by the Contractor. No claim for addition to the Contract sum shall be valid unless so ordered.
- C. The value of any such extra work or change shall be determined in one or more of the following ways as determined by the Office of Budget and Finance, Property Management.
 - 1. By Estimate and Acceptance of a Lump Sum
 - a. The prime Contractor shall furnish a breakdown of the estimated construction cost. The breakdown shall be of sufficient detail to describe the extra work and related costs for labor, material, overhead and profit.

b. Overhead and Profit

(1) Extra work by Subcontractor:

Subcontractor will be allowed 10% overhead and 10% profit added to the direct labor and material costs. The prime contractor will be allowed to increase the subcontractors total lump sum by 10% to cover his/her administration.

(2) Extra work by Prime Contractor:

The prime contractor will be allowed 10% overhead and 10% profit added to the labor and material costs.

- c. The prime contractor will be allowed 1 % for the bond added to the labor and material costs.
- d. The allowed overhead will include all supervision; no additional allowance will be made for it.
- 2. By Unit Prices Named in the Contract or Subsequently Agreed Upon

Such unit prices are to include all supervision, overhead, taxes, insurance and profit.

3. By Cost and a Fixed Fee

Added to the cost is a fixed fee portion which is to include supervision, overhead, insurance and profit.

4. By Force Account (Labor and Material Cost plus)

In accordance with the *Baltimore County Specifications for Construction and Materials* Section GP 9.02, the Contractor is allowed to add 65% mark-up.

D. Should none of the methods stated in Paragraph C. 1, 2, or 3 be determined, the Contractor shall, providing he/she receives an order as defined in Paragraph B, above, proceed with the work on the basis of Paragraph C. 4. Force Account.

The Contractor and Engineer shall keep accurate costs, in such form as the Engineer may direct, for presentation, together with vouchers, to the Office of Budget and Finance Property Management for determination of the value of the work included in each Change Order. Pending determination of the final value, the Engineer may include payments for materials and labor, as stated in Article 8, in monthly vouchers.

Article 12 Claims for Extra Cost

No claim for extra will be granted which includes cost of delays or work stoppage due to strikes, lockouts, fire, avoidable casualties or damage or delay in transportation for which the County or its agents are not responsible. (See also Article 14.)

Article 13 Deductions for Uncorrected Work

If the Engineer and County deem it expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

Article 14 Delays and Extension of Time

If no schedule or agreement stating the dates upon which drawings shall be furnished is made (see Article 8), then no claim for delay shall be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings, and then not unless such claim is reasonable.

Article 15 Correction of Work After Final Payment

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, the Contractor shall remedy any defects and pay for any damage to other work resulting there from that appears within the guarantee period. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of Budget and Finance, Property Management.

Article 16 (Deleted)

Article 17 Assignment

The Contractor shall not assign the Contract. It shall not be sublet as a whole or sublet by trades or other portions in an amount of more than 75% of the monetary value of the Contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, over-head, supervisions, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor is not considered direct employment. The Contractor shall not assign any monies due or to become due to him/her hereunder, without the previous written consent of the County.

Article 18 Maryland State Sales Tax

A. Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay tax on materials and supplies which will be incorporated into the work.

B. The Contractor must pay the tax on all equipment which is purchased, Even though it may be used on a job for the State of any of its political subdivisions.

V. <u>MATERIALS</u>

Article 19 Materials

Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor in accepting the Contract is assumed to be thoroughly familiar with the materials required and their limitations as to use and requirements for connections, setting, maintenance and operation.

Whenever an article, material or equipment is specified and a fastening, furring, connection (including utility connections), bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in the Construction Specifications shall be interpreted as authorizing any work in any manner contrary to applicable law, codes or regulations (See Article 31).

A. Approval

All materials are subject to the Architect's or Engineer's approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be contracted for, or used, until written approval is given by the Architect or Engineer. Approval of a subcontractor, as such, does not constitute approval of a material which is other than that included in the Construction Specifications.

B. New Materials

Unless otherwise specified, all materials shall be new.

C. Quality

Unless otherwise specified, all material shall be of the best quality of the respective kinds.

D. Samples

The Contractor shall furnish for approval all samples as directed. The work shall be the same as the approved samples.

E. Painting and Color

The Architect and Contractor shall jointly prepare the paint and color schedules. The Architect shall direct the exact color, texture and finish.

F. Proof of Quality

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials either before or after installation. The Contractor shall pay for any tests as may be deemed necessary in relation to "Substitutions" (Paragraph I. below).

G. Contractor's Option

When several products or manufacturers are named in the Construction Specifications for the same purpose or use, then the Contractor shall select any of those so named. However, all of the units of a thing required for a project must be the same in material and manufacture.

H. "Or Equal", "Equal", "Approved Equal"

The above terms are used as synonyms throughout the Construction Specifications. They are implied in reference to all named manufacturers. Only materials that, in the opinion of the Engineer, are fully equal in all details of construction, methods of assembly, finish and design quality will be considered. (See A, C, E, above, and I. below.)

I. Substitutions

Should the Contractor desire to substitute another material for one or more specified by name, the Contractor shall apply, in writing, for such permission and state the credit or extra involved by the use of such material. The Engineer will not consider the substitution of any material different in type or construction methods unless such substitution effects a benefit to the County. (See A. and D. above.)

The Contractor shall <u>not</u> submit for approval, materials other than those specified without a written statement why such a <u>Substitution</u> is proposed. Approval of a "substitute" material by the Architect or Engineer when the Contractor has not designated such material is a "substitute," shall not be binding on the County nor release the Contractor from any obligations of the Contract, unless the Architect or Engineer approves such "substitutions" in writing.

J. Standard Specifications

Whenever references are made in the Contract Documents to the *Baltimore County Standard Specifications for Construction and Materials* and *Standard Details for Construction*, it shall be understood that the latest standards and/or requirements are intended and shall apply. When no specification is cited and the quality, processing, composition or method of installation of a thing is only generally referred to then:

 For things not otherwise specified below, the latest edition of the Applicable American Society for Testing Materials Specifications shall apply.

- 2. For things covered by the applicable portions, the National Bureau of Fire Underwriters Code shall apply.
- 3. For things generally considered as plumbing and those things requiring plumbing connections, the applicable portions of the latest edition of the American Society of Mechanical Engineers Code and the Baltimore County Plumbing Code shall apply.
- 4. For things generally considered as heating and ventilating work and not covered by A.S.M.E. Code, the applicable portions of the latest edition of the Heating and Ventilating Guide, published by the American Society of Heating and Ventilating Engineers, and the Baltimore County Building Code shall apply.

K. Storage

The contractor shall confine apparatus and storage of materials to the "off-road" area delineated as the "Limit of Contract." The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger the safety of the structure or any part thereof.

VI. QUALIFICATION, EMPLOYEES, WORKMANSHIP, SUBCONTRACTORS AND ADVERTISING

Article 20 Qualification of Bidders

Bidders are required to be prequalified 10 days prior to bid opening, satisfactorily evidencing that they have the ability, equipment, organization and financial resources sufficient to enable completion of the work satisfactorily within the time specified in the Proposal.

Article 21 Employees and Workmanship

A. Employees

1. Qualification

Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of the work, or they shall be removed.

2. Licensed

When County, State or Federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the work shall be so licensed.

B. Quality of Labor

The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in the Proposal.

C. Work Areas

The Contractor shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Office of Budget and Finance Property Management. Generally, the "off-road" area will be the same as the "limit of Contract" line.

D. Methods and Quality

- 1. All workmanship shall be of good quality. Whenever the method of the work or manner of procedure is not specifically stated or shown in the Contract Documents, then it is intended that the best standard practice shall be adhered to. Recommendations of the manufacturers of approved materials shall be considered as a part of Construction Specifications and all materials shall be applied, installed, connected, erected, used, cleaned and conditioned as so called for thereby. This, however, does not remove any requirement in Construction Specifications to add to the manufacturer's recommendations.
- 2. All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level and regularly spaced, coursed, etc. Under no circumstances, either in new or old work, shall any material be applied over another which has not been thoroughly cleaned, sanded or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.
- 3. All methods, procedures and results are subject to the Engineer's approval as to finished result to be obtained. However, this is not to be interpreted as placing upon the Engineer any responsibility for the "work" management which is solely the responsibility of the Contractor.

E. Joining of Work

- 1. The Contractor shall so schedule the work as to ensure efficient and uninterrupted progress and to hold to an absolute minimum the cutting and patching of new work. All cutting, patching and digging necessary to the execution of the work is included.
- The Contractor shall so schedule (to include subcontracts) the
 construction performed by each group or trade that each installation
 or portion of the construction shall member with and join with all other
 work as required for a complete installation, all according to accepted
 good construction practice.

F. Superintendent

The Contractor shall keep on the work, at all times during its progress, a competent superintendent and all necessary assistants, all approved by the

Office of Budget and Finance Property Management. Prior to commencement of the work, the Contractor shall submit in writing to the Office of Budget and Finance Property Management the name and qualifications of the person to be employed as Superintendent for the execution of the Contract. A written approval or rejection will be given following review of the data. Persons who have previously proved unsatisfactory on work executed for the County, or who are without proper qualifications, will not be approved. Should the Superintendent be complained of by the Office of Budget and Finance Property Management for cause, he/she shall be removed from the work. Should it be necessary to change the Superintendent, the above procedure shall be repeated. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case.

G. Discipline

The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. The Contractor shall enforce all instructions relative to use of water, heat, power, no smoking, and control any use of fires, as required by law and for the Office of Budget and Finance Property Management. Employees must not be allowed to loiter on the premises before or after job working hours.

Article 22 Employment Lists

The Contractor may contact MARYLAND STATE EMPLOYMENT SERVICE, Towson, MD, 21204, if so desired, for additional labor regarding this project.

<u>Article 23 Contractor's Supervision</u> (Also see Article 21, Paragraph F.)

The Contractor shall constantly maintain efficient supervision of the work, using his/her best skills and coordinating ability. The Contractor shall carefully study and compare all drawings, specifications, and other instructions and check them against conditions existing or being constructed on the project. The Contractor shall report to the Engineer any error inconsistency or omission which may be discovered. (See also Article 5, Paragraph E, and Instructions to Bidders.) The Contractor shall not be held responsible for the existence or discovery of such errors or conflicts and neither shall the adjustment of such errors or conflicts be grounds for claim for extra on the art of the Contractor unless such adjustment involves work not obviously contemplated by the Contract Documents or necessary to progress of the work. The Contractor shall be responsible for the coordination of the work of all subcontractors.

Article 24 The County's Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after three days' written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Article 25 County's Right to Terminate Contract

A. Terminate Contract

The Office of Budget and Finance, Property Management, upon proof that sufficient cause exists to satisfy such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method may be deemed expedient, if any of the following conditions exists:

1. If the contractor should

- a. Be adjudged a bankrupt or make a general assignment for the benefit of creditors,
- b. Has a receiver appointed on account of insolvency.
- Fails to or repeatedly and persistently refuses to supply properly skilled workers or proper materials, except in cases for which extension of time is provided,
- d. Fails to make payment to subcontractors, or for materials and labor,
- e. Persistently disregards laws, ordinances or the instructions of the Engineer, or
- f. Is otherwise guilty of a substantial violation of any provision of the Contract.

2. Payment Status

In cases such as identified above, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be itemized by the Engineer and a certified copy supplied to the Contractor.

Article 26 Sanitary Conveniences

- A. The Contractor shall arrange for the erection and Maintenance of temporary toilets equipped with running water and drain connection for use of employees. These conveniences shall be erected and kept clean and in good condition, as required by law, until ordered removed by the Engineer.
- B. In lieu of A. above, the Contractor may install a portable approved chemical toilet at an approved location.
- C. The permanent plumbing fixtures to be constructed under this Contract shall not be used during construction, under any circumstances.

Article 27 Subcontracts Deleted

Article 28 Relation of Contractor and Subcontractor

- A. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, Baltimore County's Standard Specifications for Construction and Materials and Standard Details for Construction the General Conditions, the Drawings and Construction Specifications, as far as applicable, to his/her work, including the following provisions of this Article, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Office of Budget and Finance, Property Management.
- B. **The Subcontractor agrees** to be bound to the Contractor by the terms of the Agreement, *Baltimore County's Standard Specifications for Construction and Materials* and *Standard Details for Construction, General Conditions,* Special Provisions, Construction Specifications, and to assume towards him/her all obligations and responsibilities that he/she, by those documents, assumes towards the County.
 - 1. To submit to the Contractor applications for payment in such reasonable times as to enable the Contractor to apply for payment under Article 8 of these *General Conditions*.
 - 2. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in *Baltimore County's Standard Specifications for Construction and Materials* or those *General Conditions* for like claims by the Contractor upon the County, except that the time for making claims for extra cost is one (1) week.

C. **The Contractor agrees** to be bound to the Subcontractor by all the obligations the County assumes to the Contractor under Agreement, *Baltimore County's Standard Specifications for Construction and Materials, General Conditions,* Drawings and Construction Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the County.

1. To pay the Subcontractors:

- a. Upon receipt of payment, if issued under the schedule of values described in *Baltimore County's Standard Specifications for Construction and Materials*, G.P.-9.03 or Article 8 of these *General Conditions*, the amount allowed to the Contractor on account of the Subcontractor's work, to the extent of the Subcontractor's interest herein.
- b. Upon the receipt of payment, if issued otherwise than as in Paragraph C.1., above, so that at all times the total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him/her.
- c. To such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
- d. On demand for his/her work or materials as far as executed and fixed in place, less the retained percentage, at the time the payment is requested, even though the Engineer fails to approve it for any cause not the fault of the Subcontractor.
- e. A just share of any fire insurance money received by him/her, the Contractor, under Article 35 of these *General Conditions*.
- To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specified in the subcontract.
- 3. That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim was originated.
- 4. To give the Subcontractor an opportunity to be present and to submit evidence in any manner involving his/her rights.

 The Contractor and the Subcontractor agree that nothing in this Article shall create any obligation on the part of the County to pay to or to see to the payment of any sums to any Subcontractor.

Article 29 Interlocking Contracts

The attention of the Contractor and all Subcontractors is specifically called to the necessity of <u>reading the Specifications</u> covering items of the work which connect with or are dependent upon the work specified under each heading, and each Contractor executing the work called for there under shall be responsible for arranging for proper provision for connecting and coordinating his/her work with such other items.

Article 30 Advertising Signs

- A. The Contractor will furnish, erect and maintain a project sign for the duration of the project. The sign shall be placed on the site where and as directed by the Engineer. The sign shall be fastened to three posts spaced 4' apart. The posts shall be 4" x4", seven feet above ground and three feet below ground.
- B. The project sign is shown on page GC-27 in this book.

VII. LAWS, PERMITS, LICENSES, INSURANCE, AND BONDS

Article 31 Laws, Permits and Regulations

- A. Permit and Service Connections:
 - 1. **BUILDING PERMIT** The County will obtain the building permit at no cost to the Contractor.
 - PERMANENT WATER SERVICE The County will apply for the water service and pay all related charges; i.e., water meter, water systems connection charge, water distribution charge and sewer systems connection charge. Total installation of the permanent water service is part of this Contract. Water service shall be installed by a County Prequalified Utility Contractor.
 - 3. **PLUMBING PERMIT** The Contractor shall apply for the Permit; however, the County will pay all related charges and fees.
 - PERMANENT ELECTRIC SERVICE The Contractor shall apply for and pay for the electrical permit. The County shall obtain BGE permanent gas and electric service to the site at no cost to the Contractor.

The Contractor shall coordinate the installation of permanent gas and electric service with Baltimore Gas & Electric

Company. Both the gas and electric services shall be activated at the same time under one account number showing Baltimore County as owner. The Contractor shall be responsible for payment of consumption charges for the use of gas and electric energy obtained through the permanent service until the building is accepted by the County or until agreed upon by the County in direct coordination with the Building Services Division of Baltimore County. Charges from BGE for removal of existing electric service will be paid by the County.

- 5. **PERMANENT TELEPHONE SERVICE** The County shall pay for the telephone service and systems to and in the building. The Contractor is responsible for supplying and installing all conduit, cables and junction boxes as shown on the drawings or called out in the Specifications.
- CABLE The County shall pay for any cable television service into the building. The contractor is responsible for supplying and installing the remaining work as shown on the drawings and called out in the Specifications.
- 7. **TEMPORARY SERVICES** -All temporary services, such as water, electric, telephone, etc., shall be the Contractor's entire responsibility. (Also see Article 46.)
- 8. **MISCELLANEOUS PERMITS** The Contractor shall procure any and all necessary permits not previously mentioned and pay any and all related charges and fees required and incidental to the due and lawful prosecution of the work.
- B. The Contractor shall give all notices and comply with all State and Federal laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawing and Contract Specifications are at variance therewith, he/she shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he/she shall bear all costs arising there from.

Article 32 Compensation, Liability, and Property Damage Insurance

(See Insurance Provision in Part VI of this Contract.)

Article 33 Builder's Risk Insurance

A. The Contractor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County, against loss or damage covered by

- an "All Risk" Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.
- B. The policies shall be made payable to the County and the Contractor, as their interest may appear, and the policies shall be left in the possession of the Engineer, prior to the start of construction.

Article 34 Guaranty Bonds

- A. Prior to signing of the Contract, the Contractor will be required to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the County may prescribe with such sureties as the County may approve. The premiums shall be paid by the Contractor.
- B. The Bond to be in the amount of the total Contract price.
- C. At the direction of the Office of Budget and Finance, Property Management, the Contractor may be required to increase the above bond. Such addition will be paid for by the County in the amount of actual cost to the Contractor.

Article 35 Damages

- A. If either party to this Contract should suffer damages in any manner because of the wrongful act or neglect of the other party or of anyone employed by him/her, then reimbursement shall be made by the other party for such damage.
- B. Claims under this clause shall be made in writing to the party liable within a reasonable time at the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement.
- C. Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or refer the matter to the Office of Budget and Finance, Property Management, who will render a decision after hearing all evidence in the matter. The Contractor shall pay or satisfy such decision.

VIII. INSPECTION AND SURVEYS

Article 36 Inspection

A. If the Construction Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection. Inspections by

the Engineer shall be made promptly, and where practicable, at the source of supply. Any work covered without approval of the Engineer must, if required, be uncovered for examination at the Contractor's expense.

B. If initial tests and/or inspections show substandard products, materials, workmanship, etc. and the Contractor elects, with the Engineer's approval, to perform additional tests and/or inspections to prove the acceptability of the substandard products, materials, workmanship etc., he/she shall perform same at his/her expense.

Article 37 Surveys

- A. The General Contractor shall, at his/her own expense, employ a registered surveyor to provide Elevation Bench Mark, and locate corners of the building and the limits of contract.
- B. The General Contractor shall, at his/her own expense, employ a competent field engineer, to give the lines and levels for the building, sidewalks and footings, etc. The Contractor will be responsible for all lines and levels and will guarantee all lines and levels as are shown on drawings.

Article 38 Unauthorized Work

Work done without lines and grades being established, work done beyond the lines and grades shown on the Plans or as established, except as herein provided, or any extra work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer, or paid for by the County. Work so done may be ordered by the Engineer to be removed and replaced at the Contractor's expense.

IX. CONSTRUCTION

Article 39 Construction Schedule

The Contractor shall hold bi-weekly "progress meetings" at the site, at a time suitable to the Engineer, at which the progress of the work shall be reported upon in detail with reference to schedules. Each interested subcontractor shall be required to have present a competent representative to report the condition of his/her branch of the work and to receive instructions. Minutes of these "progress meetings" shall be taken by the Contractor who shall type them for distribution to members of the conference, the Office of Budget and Finance, Property Management, and other interested persons. These minutes shall be received by all parties prior to the next scheduled "progress meeting."

Article 40 Protection of Work and Property

- A. All trees along the way of access shall be boxed, also all trees surrounding the building which are liable to injury by the moving, storing and working up of materials. No permanent tree shall be used for attachment of any ropes or derricks. Every public way, catch basin, conduit, tree, fence or things injured in carrying out this Contract, shall be replaced and put in good condition, unless the same shall be permanently done away with by order of the Engineer.
- B. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling material.
- C. In an emergency affecting the safety of life, or of the work, or of the adjoining property, the contractor, without special instruction or authorization is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as outlined in Article 11.

Article 41 Shoring, Bracing and Sheeting

- A. The Contractor shall do all necessary shoring, bracing and sheeting required, or as directed by the Engineer, to carryout the work, install the foundations and other building construction, to protect the street, sidewalks and all adjoining buildings and property. He/she shall thoroughly brace and protect all earth banks sides of pits, trenches, and other excavations to prevent danger to persons or structures, and to prevent injurious cavings or erosion of any sort. Shoring and sheeting shall be removed after, or as, the walls are built and properly set.
- B. Full responsibility for both the design (by an Engineer licensed in Maryland) and the execution of all shoring, bracing, and sheeting work shall rest upon the contractor. While the Engineer shall be fully advised of all details for such work before the work itself is executed, this shall not in any way relieve the Contractor for full responsibility for all damage or expense arising from faulty installation of the said work of shoring, bracing, or sheeting.

Article 42 Tests

A. Soils testing shall be performed by an independent testing firm arranged and paid for by the County.

B. Materials testing shall be performed by an independent testing firm, paid for by the Contractor, which has previously been approved by the County and Architect/Engineer. Certified copies of all such test reports shall be submitted to the Engineer for approval.

Article 43 Cleaning Up

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work, shall remove all his/her rubbish from and about the project site, and all his/her tools, scaffolding and surplus material.
 - In case of dispute, the County may remove the rubbish and charge the cost to the several contractors as the Engineer shall determine to be just.
- B. All debris shall be kept sprinkled to reduce dust and shall be promptly removed from the building, and no combustible materials shall be stored against perimeter walls.
- C. The Contractor shall clean entirely the building as it is completed, wash all windows, scrub all floors at least once, and leave all floors free from spots and blemishes. The interior of the building and the project area shall be left "broom clean," or its equivalent.

Article 44 As-Built Drawings

The Contractor shall, as the project progresses, neatly record on a set of white prints any changes and all revisions to the work wherever they shall differ from the Contract Drawings. Upon completion of the work, the Contractor shall turn over to the Architect this set of prints.

Article 45 Drainage and Pumping

The Contractor shall remove all water, including rain water, encountered during the entire progress of the work, using pumps, drains or other methods approved by the Engineer. Excavations and the project site shall be kept free from water until all backfilling is completed. The water shall be discharged to catch basins, or other drainage points as directed by the Engineer.

Article 46 Temporary Water, Electric and Other Services

A. The Contractor shall arrange for and pay for the installation of temporary connection to the County's water mains, including all incidental fees and expenses for water supply during construction of the project, and shall pay for all water used. Wasting of County water will not be permitted.

- B. The Contractor shall arrange for and pay for temporary electric light and power service required during construction of the project, and shall pay for all electricity used. Gasoline or other torches for lighting will <u>not</u> be permitted.
- C. The Contractor shall provide and pay for any other temporary services which may be required for the satisfactory completion of the project.
- D. The Contractor shall provide, at his/her own expense, all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect work and materials against injury from dampness and cold, to dry out the building and provide suitable working conditions. Refer to other sections for temperatures required for work under the various trades

The methods of heating and type of fuel and equipment used shall be subject to approval by Engineer.

With special permission, in writing, permanent heating system may be used to dry out building and provide suitable working conditions in all or various parts thereof as soon as practicable. If used, Contractor shall be responsible for use of permanent heating system for purpose described and all costs of fuel, attendance, etc. in connection therewith shall be borne by him/her. Such use shall not relieve Contractor of his/her responsibility to turn over system to Owner in perfect condition on completion of project, including the removal of all dust of construction from air handling units, etc., the replacing of all filters, etc., nor shall it shorten stipulated guarantee period which will commence upon the date of final acceptance of the work.

Article 47 Connecting to Existing Utilities

The Contractor shall, at his/her own cost and expense and as part of this work under the Contract, furnish all labor, materials, tools, and appliances, and do all work required for making connections to existing storm drains, sanitary sewer, water, gas and electric service connections, as shown on drawings, and the cost of making such connections shall be included in his/her bid.

Article 48 Existing Utilities Shown on Plans

Water mains, gas mains, storm drains, sanitary sewers, and other utilities are shown on the Plans, in accordance with the best information available, for the information of the Contractor. The County assumes no responsibility for accuracy or completeness of the information shown. Existing mains and services shall be carefully protected and any damage to them caused by the work shall be immediately repaired to the satisfaction of the Engineer by the Contractor at his own expense, using materials of the quality and kinds damaged.

X. <u>MISCELLANEOUS ADDENDA</u>

Article 49 Holidays

The word "holidays" used in these Contract Documents shall be taken to mean the below listed holidays, which in Baltimore County, occur as shown below:

January 1 3rd Monday in January

3rd Monday in February 4th Monday in May

June 19 July 4

1st Monday in September

2nd Monday in October

November 11 4th Thursday in November

December 25

All Days of General Elections

New Year's Day

Martin Luther King's Birthday

President's Day Memorial Day

Juneteenth Independence

Independence Day

Labor Day

Indigenous Peoples' Day

Veteran's Day Thanksgiving Day

Christmas

If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.

Article 50 Buy American Steel Act

The State of Maryland has approved House Bill No. 1659 to "Buy American Steel" for all Public Works projects in the State of Maryland, effective July 1, 1978. Compliance with Article 20.17 Metal Pipe (Page 100) and Article 20.18 Metal for Structures (Page 102) in the S.H.A. Specifications for Materials, Highways, Bridges and Incidental Structures dated March 1968 will satisfy this condition. Also see Baltimore County's Standard Specifications for Construction and Materials Section GP 7.28.

Article 51 Guarantee

- A. The Contractor guarantees all work against faulty or imperfect materials, against all imperfect or careless and/or unskilled workmanship, against all leaks and against all mechanical and electrical failure of equipment for a period of two (2) years from the date of acceptance of the project by the County. See other Sections of this Specification for other guarantees.
- B. The Contractor shall remove, replace or re-execute, without cost to the Owner, any work found to be imperfect during the guarantee period.

Article 52 Offices and Telephones

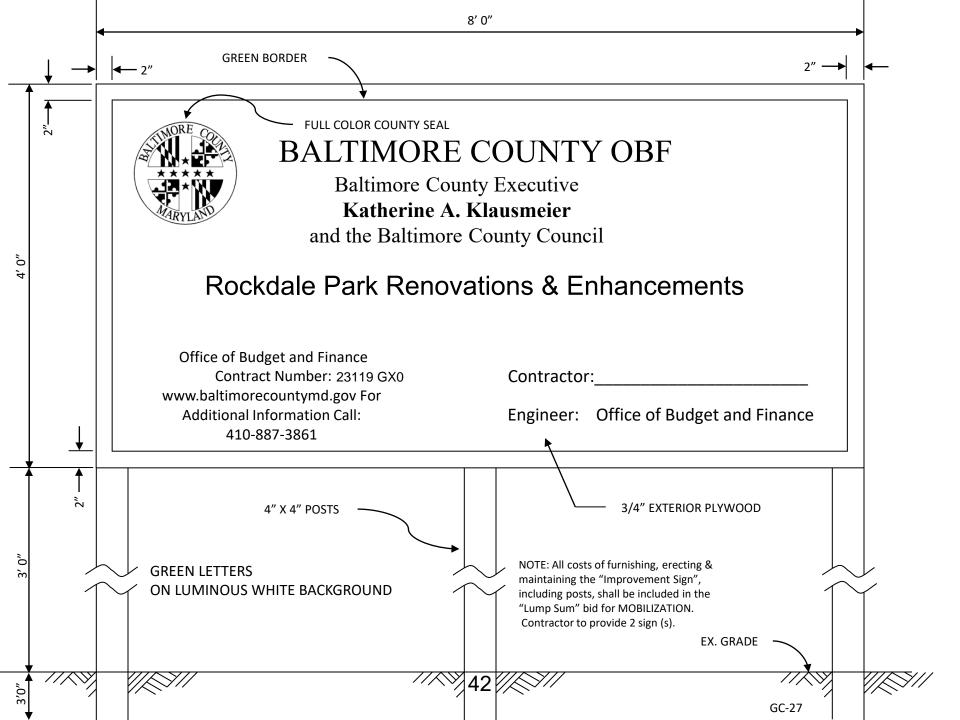
A. The Contractor shall erect and maintain upon the project site, and where directed by the Engineer, suitable offices for his/her own use and that of the Engineer.

B. A room of adequate size shall be provided and maintained in the Contractor's office to be used for "Progress Meetings," which frequently involve fifteen (15 or more persons). This space shall be so arranged that they can be held without interference with or from the other office or supervisory work. The room shall be 300 sq. ft. minimum and 10 ft. minimum width.

These offices shall be provided with adequate heating and lighting, all at the expense of the Contractor. In addition to the above requirements, air-conditioning will be required, the cost of which is to be included in the lump sum bid price. The system must be capable of maintaining a temperature of 80 degrees F dry bulb and approximately 50% relative humidity in the conditioned area when outside temperatures are 95 degrees F dry bulb and 78 degrees F wet bulb.

C. The Engineer's office shall meet or exceed all requirements for a Type 1 office in accordance with *Baltimore County's Standard Specifications for Construction and Materials*, Section 103 Engineer's Office.

The Contractor shall provide telephone and FAX service in the Office of the Engineer. The Contractor shall pay all costs of installation and all charges for local and Baltimore City calls, but will not be expected to pay for long distance calls made from the Engineer's Office.



ROCKDALE PARK – PARK REVITALIZATION BALTIMORE COUNTY, MARYLAND CONTRACT NUMBER - 25033 GX0 JOB ORDER NUMBER - 10000865

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FOR

ROCKDALE PARK – PARK REVITALIZATION

3326 North Rolling Road, Gwynn Oak, Maryland 21244

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SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Owner-furnished/Owner-installed (OFOI) products.
- 4. Contractor's use of site and premises.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: Rockdale Park Park Revitalization
- B. Project Location: Gwynn Oak, MD
- C. Project Number: 10013426
- D. Owner:
 - 1. Owner's Representative: Baltimore County Property Management Matthew

Leebel Property Management – Capital Unit Office of Budget & Finance 12200 Long Green Pike Glen Arm, MD 21057

- E. Landscape Architect: Mahan Rykiel Associates
 - Landscape Architect's Representative: Mark Pelusi 3300 Clipper Mill Road Suite 200 Baltimore MD 21211
- F. Landscape Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
 - 1. Rummel, Klepper & Kahl; RK&K (Civil Engineers)
 - a. Matt Thomasson, Director, 410-462-9259, mthomasson@rkk.com
 - 2. Rider Levett Bucknall; RLB (Cost Estimator)
 - a. Colin Sinclair, Cost Estimator, 410-740-1671, colin.sinclair@us.rlb.com

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
 - 1. The replacement of an accessible ball field with three accessible pickleball courts and one accessible basketball court located adjacent to an existing parking lot and comfort station. A new network of concrete walks surrounding the courts will connect to the existing circulation within the park as well as the neighboring Rolling Park Apartments, thus creating a cohesive and accessible pathway system. Minor modifications will be made within the existing community garden to mitigate the effects of an ongoing water ponding issue through a series of atrium grates and perforated pipes that will be connected to stormwater management areas and other Work indicated in the Contract Documents.
- B. Type of contract:
 - 1. Project will be constructed under a General Construction Contract.
- C. Removal and disposal of materials:
 - Non-hazardous materials shall be removed in accordance with Specification Section 01 7419 – Construction and Demolition Waste Management and Disposal.
 - 2. Asbestos containing materials and other hazardous materials have not been documented in a report as part of the contract documents. Any hazardous materials encountered shall be abated and treated as construction debris.

1.6 OWNER-FURNISHED/OWNER-INSTALLED (OFOI) PRODUCTS

- A. The Owner will furnish and install products indicated as Not in Contract (NIC). All other fixtures and equipment documented in the drawings shall be provided by GC.
- B. Owner-Furnished/Owner-Installed (OFOI) Products:
 - 1. FF&E, new furnishings will be stored off-site and installed after U&O has been granted.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 WORK RESTRICTIONS – AS NOTED IN BID DOCUMENTS

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

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

C. Related Requirements:

- 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
- 2. Section 013300 "Submittal Procedures"

1.2 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

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

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

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

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.7 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 CONTINGENCY ALLOWANCES

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

1.10 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.

- 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include 440 cu. yd. of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site, as specified in Section 312000 "Earth Moving." Refer to Spec Appendix A Geotechnical Investigation Report Rockdale Park for geotechnical report.
 - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

UNIT PRICES

PART 1 - GENERAL

1.1 **SUMMARY**

- Α. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.2 **DEFINITIONS**

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

1.3 **PROCEDURES**

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

Α. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil

012200 UNIT PRICES 1

material.

- 1. Description: Unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required, in accordance with Section 312000 "Earth Moving."
- 2. Unit of Measurement: cubic yard of soil excavated, based on in-place surveys of volume before and after removal.
- 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."
- B. Unit Price No. 2: Provide unit cost per cubic yard (cu. yd.) of Class III soil excavation and disposal off-site and replacement with materials from contract export, as specified in Section 31 20 00"Earth Moving" and Section 31 23 00 "Excavating and Filling."
- C. Unit Price No. 3: Provide unit cost per cubic yard (cu. yd.) of Class III soil excavation and disposal off-site and replacement with select backfill material from off-site, as specified in Section 31 2000 "Earth Moving" and Section 31 23 00 "Excavating and Filling."

END OF SECTION 012200

012200 UNIT PRICES 2

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ROCKDALE PARK – PARK REVITALIZATION BALTIMORE COUNTY, MARYLAND CONTRACT NUMBER - 25033 GX0 JOB ORDER NUMBER - 10000865

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. No alternates in this project.

END OF SECTION 012300

011000 ALTERNATES 2

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions after award of contract.

B. Related Requirements:

- 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
- 2. Section 012100 "Allowances" for products selected under an allowance.
- 3. Section 012300 "Alternates" for products selected under an alternate.
- 4. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Products considered to be able to perform the same function but not necessarily have the same design, arrangement, details, utility requirements and/or dimensions. Changes in products, materials, and equipment required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Revisions to the Contract Documents requested by the Owner or Architect.
 - 2. Specified options of products or "approved equals" as permitted and included in the Contract Documents.
 - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
- B. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

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- A. General: No substitution requests will be considered from manufacturer's representatives or product vendors unless submitted through the Contractor. No substitution requests will be considered during the bid period. Bids shall be based on products from one of the manufacturers specified or an "or equal" product.
- B. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form that is part of web-based Project management software or acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - I. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed

substitution to produce indicated results.

- Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is

uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience:

- Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
 - a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2) Requested substitution does not require extensive revisions to the Contract Documents.
 - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4) Substitution request is fully documented and properly submitted.
 - 5) Requested substitution will not adversely affect Contractor's construction schedule.
 - 6) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7) Requested substitution is compatible with other portions of the Work.
 - 8) Requested substitution has been coordinated with other portions of the Work.
 - 9) Requested substitution provides specified warranty.
 - 10) If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

- 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
- 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by the Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity

duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, contractor will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form provided as part of web-based Project management software. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

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PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

- 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
- 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
- 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
- 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect through Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

- 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
- 2. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - Materials.
 - 3) Equipment.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
- 5. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
- 6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and Construction Manager and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Architect by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 - 1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment, subcontractors, subsubcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Products list (preliminary if not final).
 - 5. Sustainable design action plans, including preliminary project materials cost data.
 - 6. Submittal schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of building permits.
 - 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 11. Initial progress report.
 - 12. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."

- 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- 3. Administrative actions and/or submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Startup performance reports.
 - f. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - g. Final cleaning.
 - h. Application for reduction of retainage and consent of surety.
 - i. Advice on shifting insurance coverages.
- 4. j. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Certification of completion of final punch list items.
 - 3. Completion of any commissioning items.
 - 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 5. Updated final statement, accounting for final changes to the Contract Sum.
 - 6. AIA Document G706.
 - 7. AIA Document G706A.
 - 8. AIA Document G707.
 - Evidence that claims have been settled.
 - 10. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 11. Final liquidated damages settlement statement.
 - 12. Proof that taxes, fees, and similar obligations are paid.
 - 13. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs
 - 4. Digital project management procedures.
 - 5. Web-based Project management software package.
 - 6. Project meetings.

B. Related Requirements:

- 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
- 4. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.

- 2. Number and title of related Specification Section(s) covered by subcontract.
- 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, in webbased Project software directory, and in prominent location in each built facility. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - 2. Plenum Space: Indicate subframing for support of ceiling, and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms, showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and

locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

- 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
- 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 8. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Drawing Process: Prepare coordination drawings in the following manner:
 - 1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
 - 2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
 - 3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
 - 4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
 - 5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
 - 6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
 - 7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve

conflicts on the coordination drawings.

- D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 - 1. File Preparation Format: AutoCAD
 - a. Same digital data software program, version, and operating system as original Drawings.
 - b. DWG, current Version, operating in Microsoft Windows operating system.
 - 2. File Submittal Format: Submit or post coordination drawing files using AutoCAD and PDF format.
 - 3. BIM File Incorporation: Develop and incorporate coordination drawing files into BIM established for Project.
 - a. Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.
 - 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in AutoCAD.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Owner name.
 - 3. Owner's Project number.
 - 4. Name of Architect and Construction Manager
 - 5. Architect's Project number.

- 6. Date.
- 7. Name of Contractor.
- 8. RFI number, numbered sequentially.
- 9. RFI subject.
- 10. Specification Section number and title and related paragraphs, as appropriate.
- 11. Drawing number and detail references, as appropriate.
- 12. Field dimensions and conditions, as appropriate.
- 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 14. Contractor's signature.
- 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 Software-generated form with substantially the same content as indicated above, acceptable to Architect.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI

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number. Submit log weekly. Use software log that is part of web-based Project management software.

- 1. Project name.
- 2. Name and address of Contractor.
- 3. Name and address of Architect and Construction Manager.
- 4. RFI number, including RFIs that were returned without action or withdrawn.
- 5. RFI description.
- 6. Date the RFI was submitted.
- 7. Date Architect's and Construction Manager's response was received.
- 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model and/or CAD drawings will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 - 3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD.
 - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
 - a. Subcontractors and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
- B. Web-Based Project Management Software Package: Provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
 - 1. Web-based Project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.

- d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
- e. Track status of each Project communication in real time, and log time and date when responses are provided.
- f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
- g. Processing and tracking of contract modifications.
- h. Creating and distributing meeting minutes.
- i. Document management for Drawings, Specifications, and coordination drawings, including revision control.
- j. Management of construction progress photographs.
- k. Mobile device compatibility, including smartphones and tablets.
- 2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 - 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - Attendees: Inform participants and others involved, and individuals whose
 presence is required, of date and time of each meeting. Notify Owner and
 Architect of scheduled meeting dates and times a minimum of seven days prior
 to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later

than 15 days after execution of the Agreement.

- 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - I. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the

- meeting. Advise Architect, Construction Manager of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - I. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
 - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

- 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for completing sustainable design documentation.
 - f. Requirements for preparing operations and maintenance data.
 - g. Requirements for delivery of material samples, attic stock, and spare parts.
 - h. Requirements for demonstration and training.
 - i. Preparation of Contractor's punch list.
 - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - k. Submittal procedures.
 - I. Owner's partial occupancy requirements.
 - m. Installation of Owner's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
 - 1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Resolution of BIM component conflicts.
- 4) Status of submittals.
- 5) Status of sustainable design documentation.
- 6) Deliveries.
- 7) Off-site fabrication.
- 8) Access.
- 9) Site use.
- 10) Temporary facilities and controls.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) Status of RFIs.
- 16) Status of Proposal Requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- 4. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Unusual event reports.

B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
- 2. Section 014000 "Quality Requirements" for schedule of tests and inspections.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains

no float.

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- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
- B. Startup construction schedule.
 - 1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports to contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.

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- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- Н. Material Location Reports: Submit at weekly intervals.
- Ι. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Unusual Event Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

1.4 **QUALITY ASSURANCE**

- Α. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- В. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - Discuss constraints, including work stages, area separations and interim 3. milestones
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - Review submittal requirements and procedures. 6.
 - Review time required for review of submittals and resubmittals. 7.
 - Review requirements for tests and inspections by independent testing and 8. inspecting agencies.
 - 9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
 - 10. Review and finalize list of construction activities to be included in schedule.
 - Review procedures for updating schedule.

1.5 COORDINATION

- Α. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that is capable of managing construction schedules.
- B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.
 - 1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Temporary facilities.
 - c. Construction of mock-ups, prototypes and samples.
 - d. Owner interfaces and furnishing of items.
 - e. Interfaces with Separate Contracts.
 - f. Regulatory agency approvals.
 - g. Punch list.
 - 3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 6. Commissioning Time: Include no fewer than 15 days for commissioning.
 - 7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 8. Punch List and Final Completion: Include not more than 30 days for completion

of punch list items and Final Completion.

- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use-of-premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.
 - g. Environmental control.
 - 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - 3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Completion of mechanical installation.
 - b. Completion of electrical installation.
 - c. Substantial Completion.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.

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- 3. Rejected or unreturned submittals.
- 4. Notations on returned submittals.
- 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Final Completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 STARTUP CONSTRUCTION SCHEDULE

A. Baseline Schedule: Within thirty (30) Days after the Award of the Contract, the Contractor shall submit to the Department a detailed baseline schedule indicating the time allocated by the Contractor for performance of each portion of the Work. The baseline schedule shall show commencement of Work from the date the Notice to Proceed is issued. The baseline schedule shall show Full and Final Completion of the Work within the Contract Time as specified in the Contract or as mutually agreed upon with the County in writing pursuant to a Contract

1.8 CPM SCHEDULE REQUIREMENTS

A. Prepare network diagrams using AON (activity-on-node) format.

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- B. CPM Schedule: Prepare Contractor's Construction Schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - Preparation and processing of submittals. a.
 - b. Mobilization and demobilization.
 - Purchase of materials. C.
 - d. Delivery.
 - Fabrication. e.
 - Utility interruptions. f.
 - g. Installation.
 - Work by Owner that may affect or be affected by Contractor's activities. h.
 - Testing and inspection. İ.
 - j. Commissioning.
 - Punch list and Final Completion. k.
 - Activities occurring following Final Completion. I.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, timescaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce CPM schedule within the limitations of the Contract Time.
 - Format: Mark the critical path. Locate the critical path near center of network; 4. locate paths with most float near the edges.

- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, sustainable design documentation, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
 - b. Total cost assigned to activities shall equal the total Contract Sum.
- D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Main events of activity.
 - 4. Immediate preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
 - 8. Total float or slack time.
 - 9. Average size of workforce.
 - 10. Dollar value of activity (coordinated with the schedule of values).
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.

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- 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
- 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
- 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

1.9 REPORTS

- Α. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Testing and inspection.
 - 8. Accidents.
 - Meetings and significant decisions. 9.
 - 10. Unusual events.
 - 11. Stoppages, delays, shortages, and losses.
 - 12. Meter readings and similar recordings.
 - 13. Emergency procedures.
 - 14. Orders and requests of authorities having jurisdiction.
 - Change Orders received and implemented. 15.
 - 16. Construction, Work Change Directives received and implemented.
 - 17. Services connected and disconnected.
 - Equipment or system tests and startups. 18.
 - 19. Partial completions and occupancies.
 - 20. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.

- 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
 - 1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final Completion construction photographs.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in web-based Project management software site:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.3 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.4 FORMATS AND MEDIA

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- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag excavation areas before taking construction photographs.
 - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Underground utilities.
 - 2. Underslab services.
 - 3. Piping.
 - 4. Electrical conduit.
 - 5. Waterproofing and weather-resistant barriers.
- E. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents. Architect, Construction Manager will inform photographer of desired vantage points.

PROJECT MANUAL

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

JOB ORDER NUMBER - 10000865

END OF SECTION 013233

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- 8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

JOB ORDER NUMBER - 10000865

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled date for purchasing.
 - h. Scheduled date for fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.

- 9. Submittal purpose and description.
- 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 11. Drawing number and detail references, as appropriate.
- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.

- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 - 2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review

submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect, through Architect, before being returned to Contractor.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

- 2. Mark each copy of each submittal to show which products and options are applicable.
- 3. Include the following information, as applicable:
 - Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
- 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. BIM Incorporation: Develop and incorporate Shop Drawing files into BIM established for Project.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

- a. Project name and submittal number.
- b. Generic description of Sample.
- c. Product name and name of manufacturer.
- d. Sample source.
- e. Number and title of applicable Specification Section.
- f. Specification paragraph number and generic name of each item.
- 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
- 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
- Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity.
 Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line to architect and one set to client. Architect will return submittal with options selected.
- 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three

sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

- Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of

- compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp and an indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Contractor will preview all submittals, verify compliance, and then submit to Architect for review.
- B. Incomplete submittals will be returned to Contractor.
- C. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- D. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- E. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- F. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- G. Architect will return without review submittals received from sources other than Contractor.
- H. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Section 012100 "Allowances" for testing and inspection allowances.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
 - 1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's qualitycontrol services do not include contract administration activities performed by Architect or Construction Manager.

1.3 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract

Documents, provide products and systems complying with specific performance and design criteria indicated.

- 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance"

Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on

- the Statement of Special Inspections.
- Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

- 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 6. Statement of whether conditions, products, and installation will affect warranty.
- 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement of whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for

specialists.

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- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect
 - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 - 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 10. Demolish and remove mockups when directed unless otherwise indicated.
- K. Specialty Mockups: See Section 014339 "Mockups" for additional construction requirements for integrated exterior mockups

1.10 QUALITY CONTROL

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- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Commissioning Authority and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which insitu tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
 - 1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 - 2. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Contractor will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

- 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
- 2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
- 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
- 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.

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C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract

Documents unless otherwise indicated.

- 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations, List: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC Associated Air Balance Council; www.aabc.com.
 - 2. AAMA American Architectural Manufacturers Association; (see FGIA).
 - 3. AAPFCO Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ABMA American Boiler Manufacturers Association; www.abma.com.
 - 8. ACI American Concrete Institute; www.concrete.org.
 - ACP American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
 - 10. ACPA American Concrete Pipe Association; www.concretepipe.org.
 - 11. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 12. AF&PA American Forest & Paper Association; www.afandpa.org.
 - 13. AGA American Gas Association; www.aga.org.
 - 14. AHAM Association of Home Appliance Manufacturers; www.aham.org.
 - 15. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The);

www.ahrinet.org.

- 16. Al Asphalt Institute; www.asphaltinstitute.org.
- 17. AIA American Institute of Architects (The); www.aia.org.
- AISC American Institute of Steel Construction; www.aisc.org.
- AISI American Iron and Steel Institute; www.steel.org.
- 20. AITC American Institute of Timber Construction; (see PLIB).
- AMCA Air Movement and Control Association International, Inc.; www.amca.org.
- 22. AMPP Association for Materials Protection and Performance; www.ampp.org.
- ANSI American National Standards Institute; www.ansi.org.
- 24. AOSA/SCST Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
- 25. APA APA The Engineered Wood Association; www.apawood.org.
- 26. APA Architectural Precast Association; www.archprecast.org.
- 27. API American Petroleum Institute; www.api.org.
- 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
- ASA Acoustical Society of America; www.acousticalsociety.org.
- 30. ASCE American Society of Civil Engineers; www.asce.org.
- 31. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).
- 32. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
- 33. ASME ASME International; [American Society of Mechanical Engineers (The)]; www.asme.org.
- 34. ASSE ASSE International; (American Society of Sanitary Engineering); www.asse-plumbing.org.
- 35. ASSP American Society of Safety Professionals; www.assp.org.
- 36. ASTM ASTM International; www.astm.org.
- 37. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
- 38. AVIXA Audiovisual and Integrated Experience Association; www.avixa.org.
- 39. AWI Architectural Woodwork Institute: www.awinet.org.
- 40. AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 41. AWPA American Wood Protection Association; www.awpa.com.
- 42. AWS American Welding Society; www.aws.org.
- 43. AWWA American Water Works Association; www.awwa.org.
- 44. BHMA Builders Hardware Manufacturers Association; www.buildershardware.com.
- 45. BIA Brick Industry Association (The); www.gobrick.com.
- 46. BICSI BICSI, Inc.; www.bicsi.org.
- 47. BIFMA Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
- 48. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 49. BSI British Standards Institution; www.bsigroup.com.
- 50. BWF Badminton World Federation; www.bwfbadminton.com.
- 51. CARB California Air Resources Board; www.arb.ca.gov.
- CDA Copper Development Association Inc.; www.copper.org.
- 53. CE Conformite Europeenne (European Commission); www.ec.europa.eu/growth/single-market/ce-marking.

- 54. CEA Canadian Electricity Association; www.electricity.ca.
- 55. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 56. CFSEI Cold-Formed Steel Engineers Institute; www.cfsei.org.
- 57. CGA Compressed Gas Association; www.cganet.com.
- 58. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 59. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 60. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 61. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 62. CMHA Concrete Masonry & Hardscape Association; (Formerly: National Concrete Masonry Association); www.masonryandhardscapes.org.
- 63. CPA Composite Panel Association; www.compositepanel.org.
- 64. CRI Carpet and Rug Institute (The); www.carpet-rug.org.
- 65. CRRC Cool Roof Rating Council; www.coolroofs.org.
- 66. CRSI Concrete Reinforcing Steel Institute; www.crsi.org.
- 67. CSA CSA Group; www.csagroup.org.
- 68. CSI Cast Stone Institute; www.caststone.org.
- 69. CSI Construction Specifications Institute (The); www.csiresources.org.
- 70. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 71. CTA Consumer Technology Association; www.cta.tech.
- CTI Cooling Technology Institute; www.coolingtechnology.org.
- 73. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 74. DHA Decorative Hardwoods Association; www.decorativehardwoods.org.
- 75. DHI Door and Hardware Institute; www.dhi.org.
- ECIA Electronic Components Industry Association; www.ecianow.org.
- 77. EIMA EIFS Industry Members Association; www.eima.com.
- 78. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- EOS/ESD EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
- 80. ESTA Entertainment Services and Technology Association; www.esta.org.
- 81. EVO Efficiency Valuation Organization; www.evo-world.org.
- 82. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- FGIA Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
- 84. FIBA Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
- 85. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
- 86. FM Approvals FM Approvals LLC; www.fmapprovals.com.
- FM Global FM Global; www.fmglobal.com.
- 88. FRSA Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
- 89. FSA Fluid Sealing Association; www.fluidsealing.com.
- 90. FSC Forest Stewardship Council U.S.; www.fscus.org.
- GA Gypsum Association; www.gypsum.org.
- 92. GS Green Seal; www.greenseal.org.
- 93. HI Hydraulic Institute; www.pumps.org.
- 94. HMMA Hollow Metal Manufacturers Association; (see NAAMM).
- 95. IAPSC International Association of Professional Security Consultants;

www.iapsc.org.

- 96. IAS International Accreditation Service; www.iasonline.org.
- 97. ICC International Code Council; www.iccsafe.org.
- 98. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 99. ICPA International Cast Polymer Association (The); www.theicpa.com.
- 100. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 101. IEC International Electrotechnical Commission; www.iec.ch.
- 102. IEEE SA IEEE Standards Association; https://standards.ieee.org.
- 103. IES Illuminating Engineering Society; www.ies.org.
- 104. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 105. IGMA Insulating Glass Manufacturers Alliance; (see FGIA).
- 106. IGSHPA International Ground Source Heat Pump Association; www.igshpa.org.
- 107. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- 108. Intertek Intertek Group; www.intertek.com.
- 109. ISA International Society of Automation (The); www.isa.org.
- 110. ISFA International Surface Fabricators Association; www.isfanow.org.
- 111. ISO International Organization for Standardization; www.iso.org.
- 112. ITU International Telecommunication Union; www.itu.int.
- 113. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 114. LPI Lightning Protection Institute; www.lightning.org.
- 115. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 116. MCA Metal Construction Association; www.metalconstruction.org.
- 117. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 118. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 119. MHI Material Handling Industry; www.mhi.org.
- 120. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 121. MPI Master Painters Institute; www.paintinfo.com.
- 122. MSS Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; www.msshq.org.
- 123. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 124. NACE NACE International; (National Association of Corrosion Engineers International); (see AMPP).
- 125. NADCA National Air Duct Cleaners Association: www.nadca.com.
- 126. NAIMA North American Insulation Manufacturers Association; www.insulationinstitute.org.
- 127. NALP National Association of Landscape Professionals; www.landscapeprofessionals.org.
- 128. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 129. NBI New Buildings Institute; www.newbuildings.org.
- 130. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 131. NCMA National Concrete Masonry Association; (see CMHA).
- 132. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 133. NECA National Electrical Contractors Association; www.necanet.org.
- 134. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 135. NEMA National Electrical Manufacturers Association; www.nema.org.
- 136. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 137. NFHS National Federation of State High School Associations; www.nfhs.org.

- 138. NFPA National Fire Protection Association; www.nfpa.org.
- 139. NFPA NFPA International; (see NFPA).
- 140. NFRC National Fenestration Rating Council; www.nfrc.org.
- 141. NGA National Glass Association; www.glass.org.
- 142. NHLA National Hardwood Lumber Association; www.nhla.com.
- 143. NLGA National Lumber Grades Authority; www.nlga.org.
- 144. NOFMA National Oak Flooring Manufacturers Association; (see NWFA).
- 145. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 146. NRCA National Roofing Contractors Association; www.nrca.net.
- 147. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 148. NSF NSF International; www.nsf.org.
- 149. NSI Natural Stone Institute; www.naturalstoneinstitute.org.
- 150. NSPE National Society of Professional Engineers; www.nspe.org.
- 151. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 152. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 153. NWFA National Wood Flooring Association; www.nwfa.org.
- 154. NWRA National Waste & Recycling Association; www.wasterecycling.org.
- 155. PCI Precast/Prestressed Concrete Institute; www.pci.org.
- 156. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 157. PLASA PLASA; www.plasa.org.
- 158. PLIB Pacific Lumber Inspection Bureau; www.plib.org.
- 159. PVCPA Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 160. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 161. RFCI Resilient Floor Covering Institute; www.rfci.com.
- 162. RIS Redwood Inspection Service; (see WWPA).
- 163. SAE SAE International; www.sae.org.
- 164. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 165. SDI Steel Deck Institute; www.sdi.org.
- 166. SDI Steel Door Institute; www.steeldoor.org.
- 167. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.
- 168. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
- 169. SIA Security Industry Association; www.securityindustry.org.
- 170. SJI Steel Joist Institute; www.steeljoist.org.
- 171. SMA Screen Manufacturers Association; www.smainfo.org.
- 172. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 173. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 174. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.
- 175. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 176. SPRI Single Ply Roofing Industry; www.spri.org.
- 177. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 178. SSINA Specialty Steel Industry of North America: www.ssina.com.
- 179. SSPC SSPC: The Society for Protective Coatings; (see AMPP).
- 180. STI/SPFA Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
- 181. SWI Steel Window Institute; www.steelwindows.com.

- 182. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 183. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 184. TCNA Tile Council of North America, Inc.; www.tcnatile.com.
- 185. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.kbcdco.tema.org.
- 186. TIA Telecommunications Industry Association; www.tiaonline.org.
- 187. TMS The Masonry Society; www.masonrysociety.org.
- 188. TPI Truss Plate Institute; www.tpinst.org.
- 189. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 190. TRI Tile Roofing Industry Alliance; www.tileroofing.org.
- 191. ULSE UL Standards & Engagement Inc.; www.ulse.org.
- 192. UL UL Solutions Inc.; www.ul.com.
- 193. USAV USA Volleyball; www.usavolleyball.org.
- 194. USGBC U.S. Green Building Council; www.usgbc.org.
- 195. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 196. WA Wallcoverings Association; www.wallcoverings.org.
- 197. WCLIB West Coast Lumber Inspection Bureau; (see PLIB).
- 198. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 199. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 200. WI Woodwork Institute; www.woodworkinstitute.com.
- 201. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 202. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. DIN Deutsches Institut für Normung e.V.; www.din.de.
 - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 3. ICC International Code Council; www.iccsafe.org.
 - 4. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
 - 1. CPSC U.S. Consumer Product Safety Commission; www.cpsc.gov.
 - 2. DOC U.S. Department of Commerce; www.commerce.gov.
 - 3. DOD U.S. Department of Defense; www.defense.gov.
 - 4. DOE U.S. Department of Energy; www.energy.gov.
 - 5. DOJ U.S. Department of Justice; www.ojp.usdoj.gov
 - 6. DOS U.S. Department of State; www.state.gov.
 - 7. EPA United States Environmental Protection Agency; www.epa.gov.
 - 8. FAA Federal Aviation Administration; www.faa.gov.
 - 9. GPO U.S. Government Publishing Office; www.gpo.gov.
 - 10. GSA U.S. General Services Administration; www.gsa.gov.
 - 11. HUD U.S. Department of Housing and Urban Development; www.hud.gov.

- 12. LBNL Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
- 13. NIST National Institute of Standards and Technology; www.nist.gov.
- 14. OSHA Occupational Safety & Health Administration; www.osha.gov.
- 15. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
- 16. USACE U.S. Army Corps of Engineers; www.usace.army.mil.
- 17. USDA U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
- 18. USDA U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
- 19. USP U.S. Pharmacopeial Convention; www.usp.org.
- 20. USPS United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. CFR Code of Federal Regulations; Available from U.S. Government Publishing Office; www.govinfo.gov.
 - 2. DOD U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
 - 3. DSCC Defense Supply Center Columbus; (see FS).
 - 4. FED-STD Federal Standard; (see FS).
 - 5. FS Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from U.S. General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 - 6. MILSPEC Military Specifications and Standards; (see DOD).
 - 7. USAB United States Access Board; www.access-board.gov.
 - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. BEARHFTI; California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; (see BHGS).
 - 2. BHGS; State of California Bureau of Household Goods and Services; (Formerly: California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation); www.bhgs.dca.ca.gov.
 - 3. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.oal.ca.gov/publications/ccr/.
 - 4. CDPH; California Department of Public Health; Indoor Air Quality Program;

www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.

- 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
- 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
- 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; https://tfsweb.tamu.edu/.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014339

MOCKUPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Integrated exterior mockups.
- B. Related Requirements:
 - 1. Section 014000 "Quality Requirements" for quality assurance requirements for aesthetic and workmanship mockups specified in other Sections.

1.2 DEFINITIONS

A. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - Meet with Owner, Architect, testing and inspecting agency representative, and installers of major systems whose Work is included in integrated exterior mockups.
 - 2. Review locations and extent of mockups.
 - 3. Review testing procedures to be performed on mockups.
 - 4. Review and finalize schedule for mockups, and verify availability of materials, personnel, equipment, and facilities needed to complete mockups and testing and maintain schedule for the Work.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups.
 - 1. Include plans, elevations, sections, and mounting, attachment and support details.
 - 2. Indicate manufacturer and model number of individual components, subassemblies, and assemblies.

- 3. Include site location drawing indicating orientation of mockup.
- 4. Revise and resubmit Shop Drawings to reflect approved modifications in details and component interfaces resulting from changes made during testing procedures.
- B. Delegated Design Submittal: For temporary structural supports for mockups not attached to building structure, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025 and acceptable to Owner and Architect.
- B. Build mockups to do the following:
 - 1. Verify selections made under Sample submittals.
 - 2. Demonstrate aesthetic effects.
 - 3. Demonstrate the qualities of products and workmanship.
 - 4. Demonstrate acceptable coordination between components and systems.
 - 5. Perform preconstruction testing, such as window air- and water-leakage testing.
 - 6. Demonstrate compliance with specified installation tolerances.
- C. Fabrication: Before fabricating or installing portions of the Work requiring mockups, build mockups for each form of construction and finish required. Use materials and installation methods as required for the Work.
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Owner/ Architect.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed unless otherwise indicated.

D. Notifications:

- 1. Notify Architect seven days in advance of the dates and times when mockups will be constructed.
- 2. Allow seven days for initial review and each re-review of each mockup.
- E. Approval: Obtain Architect's approval of mockups before starting fabrication or construction of corresponding Work.
 - 1. Unless otherwise indicated, approved mockups establish the standard by which

- the Work will be judged.
- 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 COORDINATION

A. Coordinate schedule for construction of mockups, so construction, testing, and review of mockups do not impact Project schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design support structure for free-standing mockups.
- B. Structural Performance:
 - 1. Wind Loads: As indicated on Drawings.
- C. Mockup Testing Performance Requirements: Perform tests using design pressures and performance criteria indicated for assemblies and products that are specified in other Sections and incorporated into integrated exterior mockups.

2.2 INTEGRATED EXTERIOR MOCKUPS

- A. Construct integrated exterior mockups according to approved mockup Shop Drawings and as indicated on Drawings. Construct mockups to demonstrate constructability, coordination of trades, and sequencing of Work; and to ensure materials, components, subassemblies, assemblies, and interfaces integrate into a system complying with indicated performance and aesthetic requirements.
- B. Design and construct foundation and superstructure to support free-standing integrated exterior mockups.
- C. Build integrated exterior mockups using installers and construction methods that will be used in completed construction.
- D. Use specified products that have been approved by Architect. Coordinate installation of materials and products specified in individual Specification Sections that include Work included in integrated exterior mockups.
- E. The Work of integrated exterior mockups includes, but is not limited to, the following:

- Precast architectural concrete.
- 2. Masonry veneer.
- 3. Stone cladding.
- 4. Air and weather barriers.
- 5. Thermal insulation.
- 6. Through-wall flashing.
- 7. Flashing and sheet metal trim.
- 8. Joint sealants.
- F. Provide and document modifications to construction details and interfaces between components and systems required to properly sequence the Work, or to pass performance testing requirements. Obtain Architect's approval for modifications.
- G. Retain approved mockups constructed in place. Incorporate fully into the Work.

PART 3 - EXECUTION

3.1 TESTING OF INTEGRATED EXTERIOR MOCKUPS

- A. Integrated Exterior Mockup Testing Agency: Engage a qualified testing agency to perform tests and inspections.
 - 1. Testing and inspecting agency will interpret tests and state in each report whether tested Work complies with or deviates from requirements.
- B. Integrated Exterior Mockup Testing Services: Perform the following tests in the following order:
 - 1. Water-Spray Test: Before installation of interior finishes has begun, test areas designated by Architect in accordance with AAMA 501.2 for evidence of water penetration.
 - Perform a minimum of three tests in areas as directed by Architect.
 - 2. Air Leakage: Test in accordance with ASTM E783 at 1.5 times the rate specified in "Mockup Testing Performance Requirements" Paragraph in "Performance Requirements" Article, but not more than 0.09 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.
 - a. Perform a minimum of three tests in areas as directed by Architect.
 - 3. Water Penetration: Test in accordance with ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Mockup Testing Performance Requirements" Paragraph in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft., and verify no evidence of water penetration.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to

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test and inspect components, assemblies, and installations, including connections, and also to observe testing for the following systems and assemblies.

- D. Integrated exterior mockup will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 014339

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Section 012100 "Allowances" for allowance for metered use of temporary utilities.

1.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect unless specifically noted otherwise. The Owner will not accept a Contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time
- B. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- C. Water Service: Contractor to Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Contractor to Pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering and contractor to pay for this. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- E. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary Fencing: By Contractor
- B. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

C. Lumber and Plywood: Comply with the requirements of Div 06 Section "Rough Carpentry"

2.2 TEMPORARY FACILITIES

A. Field Offices:

- 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Contractor to provide field office for Architect.
 - 1. Job Meetings to occur in Contractor's field office. Location to be decided.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- D. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Water Hoses: Provide 3/4-inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide 120-V, single phase, receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. At a minimum, install weather-proof sockets complete with 100 watt lamps at 20' on center in all corridor areas, circulation areas and all spaces over 400 square feet. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to

moisture

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

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

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service:

- Install water service and distribution piping in sizes and pressures adequate for construction.
- 2. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and

maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted

E. Electric Power Service:

- 1. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- 2. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - a. Connect temporary service to Owner's existing power source, as directed by Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment and one land-based telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
 - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 - Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 321216 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- F. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- G. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- H. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
- 3. Maintain and touch up signs, so they are legible at all times.
- I. Waste Disposal Facilities:
 - Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
 - 2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control:
 - 1. Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
 - Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings, requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection:
 - 1. Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
 - 2. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Rodent and Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Contractor to provide site enclosure fence.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- K. Covered Walkway: Contractor to provide covered walkways.
- L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish

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procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015639

TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
 - 1. Provide preconstruction evaluations
 - 2. Provide tree and plant protection fencing.
 - 3. Provide protection of root zones and above ground tree and plants
 - 4. Provide the pruning of existing trees and plants.
 - 5. Coordinate with the requirements of Section Planting Soil for modifications to the soil within the root zone of existing trees and plants.
 - 6. Provide all insect and disease control.
 - 7. Remove tree protection fencing and other protection from around and under trees and plants.
 - 8. Clean up and disposal of all excess and surplus material.

B. Related Requirements:

- Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities, support facilities, temporary site fencing, and, if applicable, temporary erosion and sedimentation controls if not specified in Section 311000 "Site Clearing".
- 2. Refer to Baltimore County Landscape Manual/ specifications.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.
- B. It is the intent of this section that the requirements apply to all sections of the project specification such that any subcontractor must comply with the restrictions on work within designated Tree and Plant Protection Areas.

1.3 REFERENCES

- A. The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. If the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. If the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail.
- 1. ANSI A 300 (Part 5) Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current editions.
- 2. Pruning practices shall conform with recommendations "Structural Pruning: A Guide For The Green Industry"; Published by Urban Tree Foundation, Visalia, California; most current edition.
- 3. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign II, most current edition.

1.4 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply, or Owner's Representative shall determine which shall govern.

1.5 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.6 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

1.7 CORRECTION OF WORK

A. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest possible time that can be coordinated with other work and seasonal weather demands.

1.8 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and measured at a height of 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.9 ACTION SUBMITTALS

A. Product Data:

1. General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction

B. Shop Drawings:

- Include plans, elevations, and sections showing trees and plants to be protected, locations of protection-zone fencing and signage, and the relationship between equipment-movement routes and material storage locations with protection zones.
- 2. Detail fabrication and assembly of protection-zone fencing and signage.
- 3. Indicate extent of utility boring and trenching by hand or with air spade within protection zones.

C. Samples: For each type of the following:

- 1. Organic Mulch: 1-quart volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
- 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components
- 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

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- D. Tree-Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - Location on site plan. Include unique identifier for each. 2.
 - Reason for pruning. 3.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- F. Mitigation Requirements: As required by jurisdiction or as developed by arborist, for mitigation of damage to trees and other plantings. Include the following:
 - 1. Local ordinances governing tree mitigation.
 - 2. Standards established under the approved tree mitigation report developed by the arborist.
 - 3. "Digital Guide for Plant Appraisal" by Council of Tree and Landscape Appraisers.

1.10 INFORMATIONAL SUBMITTALS

- Α. Qualification Statements: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction in accordance with recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or video recordings.
 - Include plans and notations to indicate specific wounds and damage conditions 2. of each tree or other plants designated to remain.
- E. Quality-control program.

1.11 **QUALITY ASSURANCE**

- Α. Arborist Qualifications: Certified Arborist as certified by ISA
- B. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams

for placement of protection-zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.12 FIELD CONDITIONS

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- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.
- D. Take precautions to protect plants from airborne contaminants, such as paint or fireproofing overspray.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - 1. Mixture: Well-blended mix of 2 parts stockpiled soil to 1 part planting soil.
 - 2. Planting Soil: Planting soil as specified in Section 329115 "Soil Preparation (Performance Specification)."
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood
 - 2. Size Range: 3 inches maximum
 - Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:

- 1. Chain-Link Protection-Zone Fencing: Polymer-coated steel or Polymer-coated galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts[; with 1-5/8-inch- OD top rails and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
 - a. Height: 72 inches
 - b. Polymer-Coating Color: Dark green or Black

D. MATTING

- A. Matting for vehicle and work protection shall be heavy duty matting designed for vehicle loading over tree roots, Alturnamats as manufactured by Alturnamats, Inc. Franklin, PA 16323 or approved equal.
- B. Submit supplier's product data that product meets the requirements for approval.

E. GEOGRID

- A. Geogrid shall be woven polyester fabric with PVC coating, Uni-axial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, acids.
- B. Geogrid shall be Miragrid 2XT as manufactured by Ten Cate Nicolon, Norcross, GA.http://www.tencate.com or approved equal.
- C. Submit supplier's product data that product meets the requirements for approval.

F. FILTER FABRIC

- A. Filter Fabric shall be nonwoven polypropylene fibers, inert to biological degradation and resistant of naturally occurring chemicals, alkalis and acids.
- B. Mirafi 135 N as manufactured by Ten Cate Nicolon, Norcross, GA. http://www.tencate.com or approved equal.
- C. Submit supplier's product data that product meets the requirements for approval.
- G. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
 - 1. Size and Text: As indicated on Drawings
 - 2. Lettering: 3-inch-high minimum, black characters on white background unless required otherwise by permit agency.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosionand sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 TREE PROTECTION

- A. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 - 1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
 - 2. Install temporary root-protection matting over mulch to the extent indicated.
- B. Trunk Protection: Protect the trunk of each tree to remain as follows:
 - 1. Install 2-by-6-inch wood planks around trunk at maximum 3 inches apart. Minimum three planks per tree. Band together with no less than three steel bands stapled to the planks to hold them securely in place. Wrap orange plastic construction fencing to a minimum of three layers outside slats. Fasten wrap with wire.
 - a. Height: 48 inches from lowest branch

3.4 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe

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passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

- 1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
- 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
- Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 ft. on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain hydration of plants to assure plant survival.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.5 SOIL MOISTURE

A. Volumetric soil moisture level, in all soils within the Tree and Plant Protection Area shall be maintained above permanent wilt point to a depth of at least 8 inches. No soil work or other activity shall be permitted within the Tree and Plant Protection Area when the volumetric soil moisture is above field capacity. The permanent wilt point and field capacity for each type of soil texture shall be defined as follows (numbers indicate percentage volumetric soil moisture).

Soil Type	Permanent wilt point v/v	Field capacity v/v
Sand, Loamy sand,	5-8%	12-18%
Sandy loam		
Loam, Sandy clay, Sandy	14-25%	27-36%
clay		

loam		
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

- 1. Volumetric soil moisture shall be measured with a digital, electric conductivity meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent meter.
- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend operations until the soil moisture drains to below field capacity.

3.6 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones in accordance with requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

3.7 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Do not paint cut root ends.
 - 3. Temporarily support and protect roots from damage until they are permanently covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible in accordance with requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots flush with the edge of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.8 CROWN PRUNING

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- A. Prune branches that are affected by temporary and permanent construction. Prune branches as indicated on Drawings, under direction of arborist.
 - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees in accordance with ANSI A300 (Part 1) and as indicated on Drawings.
 - a. Type of Pruning: Cleaning, raising and thinning where indicated.
- B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- F. Chip removed branches and spread over areas identified by Architect.
- 3.9 INSTALLATION OF GEOGRIDS, FILTER FABRIC, MATTING, WOOD CHIPS AND OR MULCH
 - A. Install Geogrids, Filter Fabric, matting, Wood Chips and or Mulch in areas and depths shown on the plans and details or as directed by the Owner's representative. In general, it is the intent of this specification to provide the following levels of protection:
 - 1. All areas within the Tree and Plant Protection area provide a minimum of 5 inches of Wood Chips or Mulch.
 - 2. Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of Wood Chips or Mulch.
 - 3. Areas where occasional light vehicle traffic is anticipated to be unavoidable provide a layer of Geogrids under 8 inches of Wood Chips or Mulch.
 - 4. Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrids under 8 12 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.
 - B. The Owner's Representative shall approve the appropriate level of protection.
 - C. In the above requirements, light vehicles are defined as a track skid steer with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that

can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

3.10 PROTECTION

A. Always Protect the Tree and Plant Protection Area from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner's Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner's Representative.

3.11 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA

- A. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Owner's Representative including operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area may be indicated on the drawings along with any required remedial activity as listed below.
- B. If construction activity is unavoidable within the Tree and Plant Protection Area, notify the Owner's Representative and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity, and a list of remedial action that will reduce the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:
 - 1. In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or Air Knife excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.
 - 2. When encountered, exposed roots, 1 inch and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut without the approval of the owner's representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.
 - 3. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner's Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance

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- with accepted arboricultural practices (ANSI A300, part 8) and be performed under supervision of the arborist.
- 4. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.
- 5. Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8 foot long 2-inch x 6 inch planks loosely banded onto the tree with 3 steel bands. Staple the bands to the planks as necessary to hold them securely in place. Trunk protection must be kept in place no longer than 12 months. If construction requires work near a particular tree to continue for longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.
- 6. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.
- a) Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric or plastic sheeting to protect the Wood Chips from silt. Mound the Wood Chips so that the plastic slopes towards the excavation.
- b) Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, rewet the soil as necessary to keep soil moisture near field capacity.
- c) Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.
 - The air excavation tool shall be "Air-Spade" as manufactured by Concept Engineering Group, Inc., Verona, PA (412) 826-8800, or Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (866) 328-5723 or approved equal.
- d) Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing operation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.
- e) Remove all excavated soil and excavated Wood Chips, and contaminated soil at the end of the excavation.
- f) Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open overnight, mist the roots and cover the excavation with black plastic.
 - g) Dispose of all soil in a manner that meets local laws and regulations.

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- h) Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.
 - Restore any Geogrids, Filter Fabric, Wood Chips or Mulch and or matting that was previously required for the area.

3.12 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.13 CLEAN-UP

- A. During tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
- B. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- C. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.
- D. Make all repairs to grades, ruts, and damage to the work or other work at the site.
- E. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

3.14 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare

inspection reports.

3.15 REMOVAL OF FENCING AND OTHER TREE AND PLANT PROTECTION

A. At the end of the construction period or when requested by the Owner's Representative remove all fencing, Wood Chips or Mulch, Geogrids and Filter Fabric, trunk protection and or any other Tree and Plant Protection material.

3.16 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours in accordance with arborist's written instructions.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.
 - 2. Large Trees: Provide two new tree(s) of 6-inch caliper size for each tree being replaced those measures more than 6 inches in caliper size.
 - a. Species: As selected by Architect.
 - 3. Plant and maintain new trees as specified in Section 329300 "Plants."

END OF SECTION 015639

SECTION 015723

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary stormwater pollution controls.

1.2 STORMWATER POLLUTION PREVENTION PLAN

A. The Stormwater Pollution Prevention Plan (SWPPP) is part of the Contract Documents and is bound into this Project Manual.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site
 - 1. Meet with Owner, Architect, and earthwork subcontractor.
 - 2. Review requirements of the SWPPP, including permitting process, worker training, and inspection and maintenance requirements.

1.4 INFORMATIONAL SUBMITTALS

- A. Stormwater Pollution Prevention Plan (SWPP): Within 15 days of date established for commencement of the Work, submit completed SWPPP.
- B. EPA authorization under the EPA's "2017 Construction General Permit (CGP)."
- C. Stormwater Pollution Prevention (SWPP) Training Log: For each individual performing Work under the SWPPP.
- D. Inspection reports.

1.5 QUALITY ASSURANCE

- A. Stormwater Pollution Prevention Plan (SWPPP) Coordinator: Experienced individual or firm with a record of successful water pollution control management coordination of projects with similar requirements.
 - 1. SWPPP Coordinator shall complete and finalize the SWPPP form.

- 2. SWPPP Coordinator shall be responsible for inspections and maintaining of all requirements of the SWPPP.
- B. Installers: Trained as indicated in the SWPPP.

PART 2 - PRODUCTS

2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

A. Provide temporary stormwater pollution controls as required by the SWPPP.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the SWPPP.
- B. Locate stormwater pollution controls in accordance with the SWPPP.
- C. Conduct construction as required to comply with the SWPPP and that minimize possible contamination or pollution or other undesirable effects.
 - 1. Inspect, repair, and maintain SWPPP controls during construction.
 - a. Inspect all SWPPP controls not less than every seven days, and after each occurrence of a storm event, as outlined in the SWPPP.
- D. Remove SWPPP controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 015723

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

- 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
- 2. Section 012500 "Substitution Procedures" for requests for substitutions.
- 3. Section 017700 "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluating Comparable Products: In addition to the basis-of-design product

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description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is inconspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the

following:

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- a. Name of product and manufacturer.
- b. Model and serial number.
- c. Capacity.
- d. Speed.
- e. Ratings.
- 3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.4 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

- 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
- 2. Store products to allow for inspection and measurement of quantity or counting of units.
- 3. Store materials in a manner that will not endanger Project structure.
- 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature.

- humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make

selection.

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- 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.
- 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by Architect, whose determination is final.

B. Product Selection Procedures:

- 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
- 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
- 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

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- Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
 - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for a comparable product. Architect will notify Contractor of approval or rejection of proposed comparable product within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - 1. Architect's Approval of Submittal: Marked with approval notation from Architect's action stamp, Indication of approval in web-based Project management software. See Section 013300 "Submittal Procedures."
 - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering.
 - 3. Installation.
 - 4. Cutting and patching.
 - 5. Coordination of Owner's portion of the Work.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.

B. Related Requirements:

- 1. Section 011000 "Summary" for coordination of Owner-furnished products and limits on use of Project site.
- 2. Section 013300 "Submittal Procedures" for submitting surveys.
- 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

- A. Layout Conference: Conduct conference at Project site
 - 1. Prior to establishing layout of new perimeter and structural column grid(s), review building location requirements. Review benchmark, control point, and layout and dimension requirements. Inform Architect of scheduled meeting. Require

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representatives of each entity directly concerned with Project layout to attend, including the following:

- a. Contractor's superintendent.
- b. Professional engineer responsible for performing Project surveying and layout.
- c. Professional engineer responsible for performing site survey serving as basis for Project design.
- 2. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
- 3. Review requirements for including layouts on Shop Drawings and other submittals.
- 4. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer
- B. Certified Surveys: Submit two copies signed by professional engineer.
- C. Certificates: Submit certificate signed by professional engineer, certifying that location and elevation of improvements comply with requirements.

1.5 CLOSEOUT SUBMITTALS

A. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.6 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."
- C. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

- 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.
 - g. Control systems.
 - h. Communication systems.
 - i. Fire-detection and -alarm systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - I. Operating systems of special construction.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Sprayed fire-resistive material.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction

practices and procedures, use products for patching that comply with sustainable design requirements.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor professional engineer experienced in laying out the Work, using the following accepted surveying practices:
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with

control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing

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products in applications indicated.

- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or

damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel.
 - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
 - 2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed products.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls. "Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. CMU: Concrete masonry units.
- B. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- C. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- D. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to,

017419 CONSTRUCTION MANAGEMENT AND DISPOSAL

WASTE

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cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award. Plan must include the following:
 - 1. Strategies to reduce the generation of waste during Project design and construction.
 - 2. Waste diversion goals for Project, identifying the materials (both structural and nonstructural) targeted for recycling, reuse, or salvage and identifying the target diversion percentage (at least 50 percent).
 - 3. Where materials will be taken, including expected diversion rates for each material.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons
 - 4. Quantity of waste salvaged, both estimated and actual in tons
 - 5. Quantity of waste recycled, both estimated and actual in tons
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

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- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation, and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- B. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste reduction work plan and Form CWM-6 for demolition waste reduction work plan Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in transportation and tipping fees by donating materials.

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- 7. Savings in transportation and tipping fees that are avoided.
- Handling and transportation costs. Include cost of collection containers for each 8. type of waste.
- 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- Α. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during entire duration of the Contract.
 - Comply with operation, termination, and removal requirements in Section 015000 1. "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - Comply with Section 015000 "Temporary Facilities and Controls" for controlling 2. dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - Protect items from damage during transport and storage. 4.
 - Install salvaged items to comply with installation requirements for new materials 5. and equipment. Provide connections, supports, and miscellaneous materials

necessary to make items functional for use indicated.

- B. Salvaged Items for Sale or Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- D. Lighting Fixtures: Separate lamps by type and protect from breakage.
- 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL
 - A. General: Recycle paper and beverage containers used by on-site workers.
 - B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials to be shared equally by Owner and Contractor.
 - C. Preparation of Waste: Prepare and maintain recyclable waste materials in accordance with recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
 - D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to maximum extent practical in accordance with approved construction waste management plan.
 - Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

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3.4 DISPOSAL OF WASTE

- A. Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Unless otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning:
 - 1. Do not burn waste materials.

END OF SECTION 017419

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. Submittal of Project warranties.
 - 4. Final cleaning.

B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
- 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's and Owner's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 7. Submit a list of shop drawings for the entire project for all disciplines.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial

Completion.

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- 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
- 6. Advise Owner of changeover in utility services.
- 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
- 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 9. Complete final cleaning requirements.
- 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
 - 5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas.
 - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect
 - d. Name of Contractor.
 - e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by uploading to web-based project software site and by email to Architect.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.
- D. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or

fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, eventextured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - i. Vacuum and mop concrete.
 - j. Remove labels that are not permanent.
 - k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - I. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - m. Clean strainers.
 - n. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls. "Section 017419 "Construction Waste Management and Disposal."

3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017823

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit by uploading to web-based project software site and by email to Architect. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before

- commencing demonstration and training. Architect and commissioning agent will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and commissioning agent will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
 - 3. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual to contain the following materials, in the order listed:
 - 1. Title page.

2. Table of contents.

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- 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.
 - 7. Name and contact information for Commissioning Authority.
 - 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation in accordance with ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - Gas leak.

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 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - System, subsystem, or equipment failure. 7.
 - Chemical release or spill.
 - D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
 - E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

1.7 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- Systems and Equipment Operation Manual: Assemble a complete set of data Α. indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - Operating procedures. 4.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - Precautions against improper use. 9.
 - License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:

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- Product name and model number. Use designations for products indicated on Contract Documents.
- 2. Manufacturer's name.
- Equipment identification with serial number of each component. 3.
- Equipment function.
- Operating characteristics.
- Limiting conditions. 6.
- Performance curves. 7.
- Engineering data and tests. 8.
- Complete nomenclature and number of replacement parts. 9.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - Routine and normal operating instructions. 3.
 - 4. Regulation and control procedures.
 - Instructions on stopping. 5.
 - Normal shutdown instructions. 6.
 - 7. Seasonal and weekend operating instructions.
 - Required sequences for electric or electronic systems. 8.
 - Special operating instructions and procedures. 9.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.8 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name

and telephone number of service agent.

- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.

1.9 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

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END OF SECTION 017823

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit Record Digital Data Files.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints.
 - 2) Submit one (1) paper copy of marked-up record prints.
 - 3) Submit record digital data files.
 - 4) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance

manuals, submit duplicate marked-up Product Data as a component of manual.

- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- D. Record Samples: Immediately prior to date of Substantial Completion meet with the Architect and the Owner's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's Sample storage space. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction/ Work Change Directive.
 - k. Changes made following Architect's written orders.
 - I. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.

- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Annotated PDF electronic file with comment function enabled.
 - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 3. Refer instances of uncertainty to Architect for resolution.
 - 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect
 - e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract

modifications.

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- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
- 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous

record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 017900

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.2 INFORMATIONAL SUBMITTALS

A. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.5 INSTRUCTION PROGRAM

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- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.

- d. Regulation and control procedures.
- e. Control sequences.
- f. Safety procedures.
- g. Instructions on stopping.
- h. Normal shutdown instructions.
- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- I. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.6 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.7 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 017900

SECTION 024119

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition.

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected site elements.
- 2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
- 3. Section 017300 "Execution" for cutting and patching procedures.
- 4. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.
- B. Contact Miss Utility at least 72 hours prior to beginning any demolition, utility or excavation activities.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

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- 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
- 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
- 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 7. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from

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reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPAapproved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: As Indicated on Demolition Plan Drawings.
- B. Remove and Salvage: As Indicated on Demolition Plan Drawings.
- C. Remove and Reinstall: As Indicated on Demolition Plan Drawings.
- D. Existing to Remain: As Indicated on Demolition Plan Drawings.

END OF SECTION 024119

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Concrete standards.
- 2. Concrete materials.
- Admixtures.
- 4. Fiber reinforcement.
- 5. Vapor retarders.
- 6. Floor and slab treatments.
- 7. Liquid floor treatments.
- 8. Curing materials.
- 9. Accessories.
- 10. Repair materials.
- 11. Concrete mixture materials.
- 12. Concrete mixture class types.
- 13. Concrete mixing.

B. Related Requirements:

- 1. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.
- 2. Section 321313 "Concrete Paving" for concrete pavement and walks.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:
 - 1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Require representatives of each entity directly concerned with cast-in-place

concrete to attend, including the following:

- a. Contractor's superintendent.
- b. Independent testing agency responsible for inspections and acceptance testing of concrete at Project site.
- c. Ready-mix concrete manufacturer.
- d. Concrete Subcontractor.

2. Review the following:

- a. Special inspection and testing and inspecting agency procedures for field quality control.
- b. Construction joints, control joints, isolation joints, and joint-filler strips.
- c. Semirigid joint fillers.
- d. Vapor-retarder installation.
- e. Anchor rod and anchorage device installation tolerances.
- f. Cold- and hot-weather concreting procedures.
- g. Concrete finishes and finishing.
- h. Curing procedures.
- i. Forms and form-removal limitations.
- j. Shoring and reshoring procedures.
- k. Methods for achieving specified floor and slab flatness and levelness.
- I. Floor and slab flatness and levelness measurements.
- m. Concrete repair procedures.
- n. Concrete protection.
- o. Initial curing of standard-cured and field curing of field-cured test cylinders (ASTM C31/C31M.)
- p. Protection of field cured field test cylinders.
- q. Distribution of test reports.

1.4 ACTION SUBMITTALS

A. Product Data:

- 1. Portland cement.
- 2. Blended hydraulic cement.
- 3. Performance-based hydraulic cement.
- 4. Fly ash.
- 5. Slag cement.
- 6. Silica fume.
- 7. Natural or other pozzolans.
- 8. Aggregates.
- 9. Ground calcium carbonate and aggregate mineral fillers.
- 10. Admixtures:
 - a. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.

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- 11. Color pigments.
- 12. Fiber reinforcement.
- 13. Vapor retarders.
- Floor and slab treatments. 14.
- Liquid floor treatments. 15.
- Curing materials. 16.
- Joint fillers. 17.
- 18. Repair materials.
- В. Design Mixtures: For each concrete mixture, include the following:
 - 1. Mixture identification.
 - 2. Compressive strength at 28 days or other age as specified.
 - 3. Compressive strength required at stages of construction.
 - 4. Durability exposure classes for Exposure Categories F, S, W, and C.
 - Maximum w/cm ratio. 5.
 - 6. Calculated equilibrium and fresh density for lightweight concrete.
 - 7. Slump or slump flow limit.
 - Air content. 8.
 - 9. Nominal maximum aggregate size.
 - Steel-fiber reinforcement content. 10.
 - Synthetic microfiber content.
 - 12. Synthetic macrofiber content.
 - 13. Intended placement method.
 - Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.

C. **Shop Drawings:**

- 1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - Location of construction joints is subject to approval of the Architect.
- D. Samples: For vapor retarder.
- E. Concrete Schedule: For each location of each class of concrete indicated in "Concrete Mixture Class Types" Article, including the following:
 - 1. Concrete class designation.
 - 2. Location within Project.
 - Exposure class designation. 3.
 - Formed surface finish designation and final finish.
 - 5. Final finish for floors.
 - 6. Floor treatment, if any.

1.5 **INFORMATIONAL SUBMITTALS**

Α. Qualification Data: For the following:

- Installer: Include copies of applicable ACI certificates.
- 2. Testing Agency: Include documentation indicating compliance with ASTM E329 or ASTM C1077 and copies of applicable ACI certificates for testing technicians or ACI Concrete Construction Special Inspector MH, ASCC.
- B. Material Certificates: For each of the following:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Fiber reinforcement.
 - 4. Curing compounds.
 - 5. Floor and slab treatments.
 - 6. Bonding agents.
 - 7. Adhesives.
 - 8. Vapor retarders.
 - 9. Semirigid joint filler.
 - 10. Joint-filler strips.
 - 11. Repair materials.
- C. Material Test Reports: For the following:
 - 1. Portland cement.
 - 2. Blended hydraulic cement.
 - 3. Performance-based hydraulic cement.
 - 4. Fly ash.
 - 5. Slag cement.
 - 6. Silica fume.
 - 7. Natural or other pozzolans.
 - 8. Aggregates.
 - 9. Ground calcium carbonate and aggregate mineral filler.
 - 10. Admixtures.
- D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances in accordance with ACI 117 and in compliance with ASTM E1155 (ASTM E1155M).
- E. Research Reports:
 - 1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
 - 2. For sheet vapor retarder/termite barrier, showing compliance with ICC's Acceptance Criteria AC380.
- F. Preconstruction Test Reports: For each mix design.
- G. Field quality-control reports.
- H. Concrete Reports to be provided in two phases (1) after initial site testing and (2) after compression test.
- I. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified Installer who employs Project personnel qualified as an ACI-certified Concrete Flatwork Associate and Concrete Flatwork Finisher and a supervisor who is a certified ACI Advanced Concrete Flatwork Finisher/Technician or an ACI Concrete Flatwork Finisher with experience installing and finishing concrete.
 - Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - Manufacturer's production facilities and delivery vehicles certified in accordance with NRMCA's certification requirements or equivalent approval by a State DOT.
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing that performs duties on behalf of the Architect/Engineer.
 - Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level 1.
 Testing agency laboratory supervisor tests to be an ACI-certified Concrete Laboratory Testing Technician, Level 2.
- D. Field Quality-Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
 - 1. Personnel conducting field tests on plastic concrete properties are to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with policies from ACI CPP 610.1 or an equivalent certification program.
- E. Mockups: Cast concrete slab-on-ground panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship. Provide up to two batches of concrete to demonstrate the number of required mockups.
 - 1. Slab-on-Ground: Build panel in the location indicated or, if not indicated, as directed by Architect.
 - a. Divide panel into four equal panels to demonstrate saw joint cutting.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform

preconstruction testing on each concrete mixture.

- 1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Evaluation of permeability-reducing admixtures.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) as follows:
 - 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 2. When air temperature has fallen to, or is expected to fall below 40 deg F (4.4 deg C) during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
 - 3. Do not use frozen materials or materials containing ice or snow.
 - 4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
 - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

- Refer to Baltimore County Standard Specifications for construction and Materials. Section 520 – Plain and Reinforced Portland Cement Concrete Pavements.

PART 3 - EXECUTION

- Refer to Baltimore County Standard Specifications for construction and Materials. Section 520 – Plain and Reinforced Portland Cement Concrete Pavements.

END OF SECTION 033000

SECTION 221116

DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Copper tube and fittings.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Pipe and tube.
 - 2. Fittings.
 - 3. Joining materials.
 - 4. Transition fittings.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Piping layout, or BIM model, drawn to scale, showing the items described in this Section, and coordinated with all building trades.
- B. System purging and disinfecting activities report.
- C. Field quality-control reports.
- D. As-built Drawings: For domestic water installation to be provided as part of close-out.

1.5 FIELD CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then

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only after arranging to provide temporary water service according to requirements indicated:

- 1. Notify Owner no fewer than seven days in advance of proposed interruption of water service.
- 2. Do not interrupt water service without Owner's written permission.

1.6 WARRANTY

- A. Polypropylene Piping (PP-R) Manufacturer's Warranty: Manufacturer agrees to repair or replace PP-R pipe and fittings that fail in materials or workmanship within 10 years from date of Substantial Completion.
 - 1. Warranty is to cover labor and material costs of repairing and/or replacing defective materials and repairing any incidental damage caused by failure of the piping system due to defects in materials or manufacturing.
 - 2. Warranty is to be in effect only upon submission by the Contractor to the manufacturer of valid pressure/leak documentation indicating that the system was tested and passed the manufacturer's pressure/leak test.

PART 2 - PRODUCTS

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 905 – Pipe

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 353 – Water House Services, Water Meter Settings, and Vaults

END OF SECTION 221116

SECTION 311000

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition

1.2 SUMMARY

A. Section Includes:

- 1. Protecting existing vegetation to remain.
- 2. Removing existing vegetation.
- 3. Clearing and grubbing.
- 4. Stripping and stockpiling topsoil.
- 5. Removing above- and below-grade site improvements.
- 6. Disconnecting, capping or sealing, and removing site utilities.
- 7. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

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- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings and according to requirements in Section 015639 "Temporary Tree and Plant Protection.".
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

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

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 QUALITY ASSURANCE

A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials

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and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify Miss Utility for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

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PART 2 - PRODUCTS

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 101 – Clearing and Grubbing

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 101 – Clearing and Grubbing

END OF SECTION 311000

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SECTION 312000

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition.
- C. "Geotechnical Subsurface Investigation Report" prepared by AB Consultants dated September 12, 2024.

1.2 SUMMARY

A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for walks, pavements, turf and grasses, and plants.
- 3. Drainage course for concrete slabs-on-grade.
- 4. Subbase course for concrete walks and pavements.
- 5. Subbase course and base course for asphalt paving.
- 6. Subsurface drainage backfill for walls and trenches.
- 7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:

- Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
- 2. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
- 3. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.3 DEFINITIONS

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

- 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer/Owner. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.
 - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.

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- c. Coordination of Work and equipment movement with the locations of treeand plant-protection zones.
- d. Extent of trenching by hand or with air spade.
- e. Field quality control.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D2487.
 - 2. Laboratory compaction curve according to ASTM D698.
- C. Geotechnical Testing Reports

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Miss Utility" for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosionand sedimentation-control measures specified in Section 015000 "Temporary Facilities and Controls" and Section 311000 "Site Clearing" are in place.
- D. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - Foot traffic.

- 4. Erection of sheds or structures.
- 5. Impoundment of water.
- 6. Excavation or other digging unless otherwise indicated.
- 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- A. Satisfactory Soils: Refer to "Geotechnical Subsurface Investigation Report" prepared by AB Consultants dated September 12, 2024.
- A. Subbase Material: Per Baltimore County Standard Specifications Section 916.
- B. Base Course: Per Baltimore County Standard Specifications Section 916.
- C. Engineered Fill: Per Baltimore County Standard Specifications Section 916.
- D. Bedding Course: Per Baltimore County Standard Specifications Section 916.
- E. Drainage Course: Per Baltimore County Standard Specifications Section 916.
- F. Filter Material: Per Baltimore County Standard Specifications Section 916.
- G. Sand: ASTM C33/C33M; fine aggregate.
- H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Per Baltimore County Standard Specifications Section 92.

2.3 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with

metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.

2. Blue: Water systems.

3. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches beneath bottom of concrete slabs-on-grade.
 - b. 6 inches beneath pipe in trenches and the greater of 24 inches than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades. Any tree stumps or roots should be reduced to the required depth below sidewalks.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 - 4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
 - Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 - 3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.8 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

- 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
- 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.9 STORAGE OF SOIL MATERIALS

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

3.10 BACKFILL

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

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill voids with satisfactory soil while removing shoring and bracing.

D. Initial Backfill:

- 1. Soil Backfill: Place and compact initial backfill of **subbase material** free of particles larger than **1 inch** in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- 2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

E. Final Backfill:

- 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- 2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- F. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

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

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

- 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
- 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Per Baltimore County Standard Specifications Categories 200 and 500.

3.15 GRADING

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

3.16 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - 4. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 of maximum dry unit weight according to ASTM D698.

3.17 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
 - 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.18 FIELD QUALITY CONTROL

- A. Special Inspections: Owner or contractor will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material classification and maximum lift thickness comply with requirements.
 - 3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner or contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections per requirements outlined in Baltimore County Specifications Categories 200 and 500.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

- E. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

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

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

END OF SECTION 312000

SECTION 321216

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition

1.2 SUMMARY

A. Section Includes:

- 1. Hot-mix asphalt paving.
- 2. Hot-mix asphalt patching.
- 3. Asphalt surface treatments.

B. Related Requirements:

- 1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.
- 2. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
- 3. Section 321313 "Concrete Paving" for concrete pavement and for separate concrete curbs, gutters, and driveway aprons.
- 4. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.

b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
 - 1. Paving geotextile.
 - 2. Joint sealant.
- B. Hot-Mix Asphalt Designs:
 - 1. Certification, by SHA and MDOT, of approval of each hot-mix asphalt design proposed for the Work.
 - 2. For each hot-mix asphalt design proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For paving-mix manufacturer and testing agency.
- B. Material Certificates:
 - 1. Aggregates.
 - 2. Asphalt binder.
 - 3. Asphalt cement.
 - 4. Cutback prime coat.
 - 5. Emulsified asphalt prime coat.
 - 6. Tack coat.
 - 7. Fog seal.
 - 8. Undersealing asphalt.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by SHA or MDOT.
- B. Testing Agency Qualifications: Qualified in accordance with ASTM D3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Baltimore County Standard Specifications for Construction and Materials, Section 504 for asphalt paving work.

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PART 2 - PRODUCTS

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 504 – Hot Mix Asphalt Pavement

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 504 – Hot Mix Asphalt Pavement

END OF SECTION 321216

SECTION 321313

CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes concrete paving
 - 1. Curbs
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete
 - 2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete paving Subcontractor.

e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- C. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
 - 1. Exposed Aggregate: 10-lb Sample of each mix.
- D. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

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

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

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- 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
 - Personnel conducting field tests must be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows

when hot-weather conditions exist:

- 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
- 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
- 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

- Refer to Baltimore County Standard Specifications for construction and Materials. Section 609 –Concrete Curb

PART 3 - EXECUTION

- Refer to Baltimore County Standard Specifications for construction and Materials. Section 609 –Concrete Curb

END OF SECTION 321313

SECTION 321373

CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Hot-applied joint sealants.
 - 3. Joint-sealant backer materials.
 - 4. Primers.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place-Concrete".

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Concrete pavement joint sealants.
 - 2. Joint-sealant backer materials.
- B. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of joint sealant.
- C. Samples for Verification: Actual sample of finished products for each kind and color of joint sealant required.
 - 1. Size: Joint sealants in 1/2-inch wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.

- 3. Joint-sealant formulation.
- 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For Installer

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installers: Entity that employs installers and supervisors who are trained and approved by manufacturer.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Testing: Performed by a qualified testing agency.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

- Manufacturer: Tremco
 Product: Vulkem 445SSL
 Submit manufacturer's standard range of color for selection
- Refer to Baltimore County Standard Specifications for construction and Materials.
 Section 523 Joint Sealing of Portland Cement Concrete Pavements

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for construction and Materials.
 Section 523 – Joint Sealing of Portland Cement Concrete Pavements

END OF SECTION 321373

SECTION 321723

PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition

1.2 SUMMARY

- A. Section Includes:
 - 1. Painted markings applied to asphalt paving.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to marking asphalt paving or concrete surfaces including, but not limited to, the following:
 - a. Asphalt-paving or concrete-surface aging period before application of pavement markings.
 - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
 - 1. Pavement-marking paint, alkyd.
 - 2. Pavement-marking paint, solvent-borne.
 - 3. Pavement-marking paint, acrylic.
 - 4. Pavement-marking paint, latex.
 - 5. Glass beads.
- B. Shop Drawings:

- 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
- 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of SHA and MDOT for pavement-marking work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials, 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".

2.3 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint, Alkyd: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248; colors complying with FS TT-P-1952F.
 - 1. Color: As indicated.
- B. Pavement-Marking Paint, Solvent-Borne: MPI #32, solvent-borne traffic-marking paint.
 - 1. Color: As indicated.

- C. Pavement-Marking Paint, Acrylic: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than 45 minutes.
 - 1 Color: As indicated
- D. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.
 - 1. Color: As indicated.
- E. Glass Beads: AASHTO M 247, Type 1 or FS TT-B-1325D, Type 1.
 - 1. Roundness: Minimum 75 percent true spheres by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Landscape Architect.
- B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
 - 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723

SECTION 321823.53

COLOR SURFACING FOR SPORT COURTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of the Contract, including General Conditions, Special Provisions and the Baltimore County, "Standard Specifications and Details for Construction." In case of conflict between the standard specifications and the specifications herein, and other contract documents, the more stringent requirement shall govern only to the extent of such a conflict.

1.2 RELATED SECTIONS

A. Related Work

- 1. Category 500 "Paving" (Baltimore County Standard Specifications and Details for Construction).
- 2. Section 323300 "Site Furnishings."
- 3. Section 323113 "Chain Link Fences and Gates."

B. References

- 1. National Asphalt Paving Association (NAPA)
- 2. United States Tennis Association (USTA)
- 3. International Tennis Federation (ITF)
- 4. American Sport Builders Association (ASBA)

1.3 QUALITY ASSURANCE

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coatings products shall be supplied by a single manufacturer.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide to the inspector, upon request, an estimate of the volume of each product to be used on the site.
- E. The installer shall be an authorized applicator of the specified system.
- F. The manufacturer's representative shall be available to help resolve material questions.

1.4 SUBMITTALS

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- C. ITF classification certificate for the system to be installed.
 - 1. Reference list, with contact information, from the installer of at least 4 projects of similar scope done in each of the past 3 years.
- D. Current Material Safety Data Sheets (MSDS).
- E. Product substitution: If other than the product specified, the contractor shall submit a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF pace rating in Category 3. Under no circumstances will systems from multiple manufacturers be considered.

1.5 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non-flammable.

1.6 GUARANTEE

A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion. Corrections due to defect will be the responsibility of contractor and shall be rectified at no additional cost to the owner.

1.7 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts or similar surfaces having a minimum of five years of experience at installing similar projects.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a builder member of the ASBA.

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1.8 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. California Products Corp., Andover, MA. 01810 / Plexipave System www.plexipave.com or approved equal.

2.2 MATERIALS

- A. Patching Mix (California Court Patch Binder) for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (Plexipave Crack Filler) for use in filling fine cracks.
- C. Acrylic Filler Course (California Acrylic Resurfacer) for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
- D. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.
- E. Line Paint (California Line Paint) for use as the line marking on the court/play surface.
- F. Water for use in dilution/mixing shall be clean and potable.

2.3 MATERIAL SPECIFICATIONS

- A. Court Patch Binder 100% acrylic resin blended with Portland Cement and silica sand.
 - 1. Percent solids by weight (minimum): 46%
 - 2. Weight: 8.7-8.9 lbs./gallon
- B. Plexipave Crack Filler 100% acrylic resin heavily filled with sand.
 - 1. Percent solids by weight (minimum): 85%
 - 2. Percent solids by weight (minimum): 15 lbs./gallon
- C. California Acrylic Resurfacer 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
 - 1. Percent solids by weight (minimum): 26.7%
 - 2. Weight: 8.7-8.9 lbs./gallon
- D. Plexichrome 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.
 - 1. Percent solids by weight (minimum): 36.5%
 - 2. Weight: 10.0-10.2 lbs./gallon
- E. Plexipave Color Base 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.
 - 1. Percent solids by weight (minimum) : 74%
 - 2. Weight: 13.1-14.1 lbs./gallon
- F. California Line Paint 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.
 - 1. Percent solids by weight (minimum): 60.5%
 - 2. Weight: 12-12.3 lbs./gallon

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability. Under no circumstance may the final color surface contain silica sand added at the job site.

PART 3 - EXECUTION

3.1 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 120°F.

3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. It is the responsibility of the applicator to ensure the base is ready to receive the final finish. Work shall not commence until all issues, defects and deformities associated with the base have been addressed.
- B. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.
- B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- C. Depression: Depressions holding enough water to cover a five-cent piece shall be filled with Court Patch Binder Patching Mix. Mix 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/l part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain workability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to precoat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer: 55 gallons

Water: 20 - 40 gallons

Sand: 600-800 pounds / 60-80 mesh

Liquid Yield: 112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

- 2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
- 3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the County Representative's approval, prior to applying any surface treatment.
- B. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base: 30 gallons Plexichrome: 20 gallons Water: 20 gallons

- vvater. 20 gallons
- C. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured onto the court surface and spread to a uniform thickness in a regular pattern.
- D. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.
- E. Playing surface colors:
 - 1. Pickleball courts: volley area to be PLEXIPAVE Dark Blue. Kitchen area color to be PLEXIPAVE Light Blue. Outer court color to be PLEXIPAVE Dark Green. Submit color samples for approval.
 - 2. Basketball court: inner and outer court to be PLEXIPAVE Dark Green. Submit color

samples for approval.

3.4 LINE PAINTING

- A. Lines shall be 2" wide except the base line which shall be 3" wide, unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to ensure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per tennis court).
- B. Line color to be white.

3.5 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

3.6 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Payment will be made on the basis of the lump sum bid prices and shall constitute full compensations for all materials, equipment, labor, and incidentals necessary to complete the work of this Section as drawn and specified.

END OF SECTION 321823.53

SECTION 323113

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. PVC-coated, steel chain-link fabric.
 - 2. Polymer-coated steel framework.
 - 3. Grounding and bonding.
- B. Related Sections include the following:
 - 1. Category 200 "Grading" (Baltimore County Standard Specifications and Details for Construction) for filling and for grading work.
 - 2. Category 500 "Paving" (Baltimore County Standard Specifications and Details for Construction).

1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.
- B. Zn-5-Al-MM Alloy: Zinc-5 percent aluminum-mischmetal alloy.

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
 - 1. Fence and gate posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.

- B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Samples for Verification: For the following products, in sizes indicated, showing the full range of color, texture, and pattern variations expected. Prepare Samples from the same material to be used for the work.
 - 1. PVC-coated steel wire (for fabric) in 6-inch (150-mm) lengths.
 - 2. Polymer coating in 6-inch (150-mm) lengths on shapes for posts, rails, gate framing, wires, and on full-sized units for accessories.
- D. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of 7 completed projects within the past 3 years, with project names and addresses, names and addresses of architects and owners, and other information specified.
- F. Maintenance Data: For the following to include in maintenance manuals specified in Division 1:
 - 1. Polymer finishes.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance. Installer shall have a minimum of five years of experience.
- B. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

- 1. Notify Recreation and Parks representative and Architect not less than two days in advance of proposed utility interruptions.
- 2. Do not proceed with utility interruptions without Recreation and Parks representative written permission.
- B. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 SPECIAL WARRANTY

A. Provide Manufacturer's warranty that its Polyolefin Coated Chain Link Fence is free from color coating flaking and peeling and other defects in material or workmanship for a period of 15 years from the date of purchase.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Obtain chain link fences and gates, including accessories, fittings, and fasteners, from a single source.
 - 1. Manufacturer: Master Halco, Inc. (or approved equal)

2.2 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: Height indicated on Drawings. Provide fabric fabricated in one-piece widths for fencing in heights of 10 feet (3.6 m) and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
 - 1. Mesh and Wire Size: 2-inch (50-mm) mesh, 6 gauge, 0.162-inch (4.11-mm) diameter
 - 2. PVC-Coated Fabric: ASTM F 668, Class 2b, thermally fused polyvinyl chloride, over metallic-coated steel wire.
 - a. Color: Black complying with ASTM F 934.
 - b. Minimum thickness: 7 mil (0.18 mm)
 - 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.

2.3 INDUSTRIAL FENCE FRAMING

A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) zinc; and the following strength and stiffness requirements:

- 1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.
- B. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
- C. Top Rails: Fabricate top rail from lengths 21 feet (6.4 m) or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric.
- D. Intermediate Rails: Match top rail for coating and strength and stiffness requirements.
- E. Polyolefin Coated finish: In accordance with ASTM F1043, apply supplemental color coating of minimum 10 mils of thermally fused Polyolefin in Midnight Black color.

2.4 TENSION WIRE

- A. General: Provide horizontal tension wire at the following locations:
 - 1. Location: As indicated on drawings.
- B. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 824 and the following:
 - 1. Coating: Type II, zinc coated (galvanized) by the hot-dip process with the following minimum coating weight:
 - a. Matching chain-link fabric coating weight and color.

2.5 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for the following swing-gate types:
 - 1. Single gate.
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. Frames and Bracing: Fabricate members from round galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:
 - 1. Gate Fabric Height: as indicated on drawings.
 - 2. Welded.

- D. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:
 - 1. Gate Fabric Height by Leaf Width: as shown on plans
- E. Hardware: Heavy duty latches permitting operation from both sides of gate, hinges, center gate stops, and, for each gate leaf more than 5 feet (1.5 m) wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate. Ensure careful installation, alignment and spacing of latches.
- F. Polyolefin Coated finish: In accordance with ASTM F1043, apply supplemental color coating of minimum 10 mils of thermally fused Polyolefin in Midnight Black color.

2.6 FITTINGS

- A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
- B. Post and Line Caps: Hot-dip galvanized pressed steel. Provide weathertight closure cap for each post.
- C. Rail and Brace Ends: Hot-dip galvanized pressed steel. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post. Ensure there are no openings in rail ends that would allow for bees or other insects to nest.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Hot-dip galvanized pressed steel. Not less than 6 inches (153 mm) long. Coating and color to match frame members.
- E. Tension and Brace Bands: Hot-dip galvanized pressed steel.
- F. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.
- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.106-inch- (2.69-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

I. Note that all above accessories and fittings are to receive a polyolefin finish to match framing.

2.7 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
 - Concrete Mixes: Normal-weight concrete with not less than 3000-psi (20.7- MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum size aggregate.
- C. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.8 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

2.9 POLYMER FINISHES

- A. Supplemental Color Coating: In addition to specified metallic coatings for steel, provide fence components with polymer coating.
- B. Metallic-Coated Steel Tension Wire: PVC-coated wire complying with ASTM F 1664, Class 2b.
- C. Metallic-Coated Steel Framing: Comply with ASTM F 1043 for polymer coating applied to exterior surfaces and, except for tubular shapes, to exposed interior surfaces.
 - 1. Polymer Coating: Not less than 10-mil- (0.254-mm-) thick PVC.
- D. Fittings, Post and Line Caps, Rail and Brace Ends, Top Rail Sleeves, Tension and Brace Bands, Tension Bars, Truss Rod Assemblies, Tie Wires, Clips, and Fasteners: Comply with ASTM F 626 for polymer coating applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.

- 1. Polymer Coating: Not less than 10-mil- (0.254-mm-) thick PVC
- E. Color: Black complying with ASTM F 934.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Do not begin installation before final grading is completed, unless otherwise permitted by Recreation and Parks representative or Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
 - 1. Install fencing as shown on the plans.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal, line, and gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. Dimensions and Profile: As indicated on Drawings. Provide concrete mow strip as indicated.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
- B. Line Posts: Space line posts evenly between end posts and at a maximum spacing of 10 feet o.c. Note that the end posts need to be located first. Other intermediate posts can then be spaced evenly between these and other end posts.
- C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid height of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.
- E. Intermediate Rails: For 6-foot fences, install in one piece at post-height center span, spanning between posts, using fittings, special offset fittings, and accessories.
- F. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Tie fabric to concrete mow strip as indicated on plans. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.
- H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts 12 inches (304 mm) o.c. and to braces 24 inches (609 mm) o.c.
- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- J. Pickleball Courts Fencing: Construct pickleball court fence according to ASTM F 969.

3.5 GATE INSTALLATION

A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING & FINALIZING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.
- C. Ensure that posts and rails do not have any openings such that bees or other insects could enter and/or nest in the components. Fill any such openings with spray foam insulation or other appropriate material. Submit product information to owner or Landscape Architect for approval prior to use.

END OF SECTION 323113

SECTION 323300

SITE FURNISHINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Area Drain Grate (AD)
- 2. Bike Rack (BR)
- 3. Bench (B1 & B2)
- 4. Drinking Fountain (DF)
- 5. Trench Drain Grate (TD)
- 6. Pickleball Net (PB)
- 7. Pickleball Net Posts (PB)
- 8. Basketball Goal/Post (BB)
- 9. Detectable Warning Panels (P4)

B. Related Requirements:

- 1. Category 500 "Paving" (Baltimore County Standard Specifications and Details for Construction).
- 2. Category 200 "Grading" (Baltimore County Standard Specifications and Details for Construction).
- 3. Category 300 "Drainage and Utility Construction" (Baltimore County Standard Specifications and Details for Construction).

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish, not less than 6-inch-long linear components and 4-inch-square sheet components.

- E. Product Schedule: For site furnishings. Use same designations indicated on Drawings.
- F. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions and materials.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For site furnishings.
 - Wood Preservative Treatment: Include certification by treating plant stating type
 of preservative solution and pressure process used, net amount of preservative
 retained, and compliance with applicable standards.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For site furnishings to be included in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer has been regularly engaged in manufacture of site furnishings since last 25 years. Provide a minimum of five similar reference projects with direct contact information.
- B. Product Support: Products are supported with complete engineering drawings.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Anchors: 15 of each size.

PART TWO - PRODUCTS

1.8 AREA DRAIN GRATE (AD)

- A. Manufacturer: NDS
- B. Model: 6" Round Grate w/ locking mechanism
- C. Material: UV Protected High Density Polyethylene (HDPE)
- D. ADA compliant & heel proof
- E. Color: Black
- F. Refer to Civil drawings for drain body, size and compatibility.

1.9 BIKE RACK (BR)

- A. Manufacturer: Landscape Forms
- B. Style: Flo Bike Rack
- C. Color: Stainless Steel

1.10 BENCH (B1 & B2)

B1

- A. Manufacturer: Little Tikes Commercial
- B. Model: 6' Contemporary Bench w/ Back
- C. Color & Finish: Steel with Black Plastisol Coated Seat
- D. Installation Method: See contract drawings

B2

- E. Manufacturer: Little Tikes Commercial without Back
- F. Model: 6' Contemporary Bench
- G. Color & Finish: Steel with Black Plastisol Coated Seat
- H. Installation Method: See contract drawings

1.11 DRINKING FOUNTAIN (DF)

- A. Manufacturer: Elkay
- B. Model: LK4420BF1UDBFRK, Outdoor ezH2O® Upper Bottle Filling Station Bi-Level Pedestal with Pet Station Non-Filtered Non-Refrigerated Freeze Resistant
- C. Color & Finish: Black
- D. Installation Method: See contract drawings
- E. Ensure accessibility per 2012 ADA Accessibility Guidelines

1.12 TRENCH DRAIN GRATE (TD)

- A. Manufacturer: ACO
- B. Model: 676D Longitudinal Iron Grate to be compatible with KlassikDrain K200 Channel System
- C. Size: 9.41" x 19.69" (to be coordinated with 8" internal width Civil selected drain body)
- D. ADA compliant & heel proof
- E. Finish: Ductile Iron
- F. Refer to Civil drawings for drain body, size and compatibility.

1.13 PICKLEBALL NET (PB)

- A. Manufacturer: Bison, Inc. (https://bisoninc.com/)
- B. Model: PK10NXL Net 36" Height
- C. Color: Black
- D. Accessories: TN10CS Court Net Hold Down Strap and Anchor
- E. Quantity: 3

1.14 PICKLEBALL NET POSTS (PB)

- A. Manufacturer: Bison, Inc. (https://bisoninc.com/)
- B. Model: PK10XL 3" Dia. Posts
- C. Color: Green

JOB ORDER NUMBER - 10000865

- D. Mounting: Embedded. Mount per manufacturer's specifications
- E. Quantity: 6

1.15 BASKETBALL GOAL/POST (BB)

- A. Manufacturer: Bison, Inc. (https://bisoninc.com/)
- B. Post Model: PR70XL (60" Safe Play Area)
- C. Post Color: BA777 Heavy Duty 4.5" Hot Dipped Galvanized Steel Pipe
- D. Backboard: 42" x 54" Polycarbonate w/ Extruded Aluminum Framework
- E. Accessories: BA32 Outdoor Flex Goal
- F. Post Mounting: Embedded. Mount per manufacturer's specifications
- G. Quantity: 2

1.16 DETECTABLE WARNING PANELS (P4)

- A. Manufacturer: ADA Solutions
- B. Model: Cast-In-Place Replaceable
- C. Color: Federal Yellow

1.17 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
 - 1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B 211.
 - 2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B 221.
 - 3. Structural Pipe and Tube: ASTM B 429/B 429M.
 - 4. Sheet and Plate: ASTM B 209.
 - 5. Castings: ASTM B 26/B 26M.
- B. Steel and Iron: Free of surface blemishes and complying with the following:
 - 1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53/A 53M, or electric-resistance-welded pipe complying with ASTM A 135/A 135M.
 - 3. Tubing: Cold-formed steel tubing complying with ASTM A 500/A 500M.
 - 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel

- complying with ASTM A 1011/A 1011M and complying with dimensional tolerances in ASTM A 500/A 500M; zinc coated internally and externally.
- 5. Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.
- 6. Expanded Metal: Carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.
- 7. Malleable-Iron Castings: ASTM A 47/A 47M, grade as recommended by fabricator for type of use intended.
- 8. Gray-Iron Castings: ASTM A 48/A 48M, Class 200.
- C. Stainless Steel: Free of surface blemishes and complying with the following:
 - 1. Sheet, Strip, Plate, and Flat Bars: ASTM A 666.
 - 2. Pipe: Schedule 40 steel pipe complying with ASTM A 312/A 312M.
 - 3. Tubing: ASTM A 554.
- D. Anchors, Fasteners, Fittings, and Hardware: Stainless steel Manufacturer's standard, corrosion-resistant-coated or non-corrodible materials; commercial quality, tamperproof, vandal and theft resistant, concealed, recessed, and capped or plugged.
 - 1. Angle Anchors: For inconspicuously bolting legs of site furnishings to below-grade substrate; one per leg.
 - 2. Antitheft Hold-Down Brackets: For securing site furnishings to substrate; two per unit extent as indicated on Drawings.
- E. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M; recommended in writing by manufacturer, for exterior applications.
- F. Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.
- G. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
 - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
 - 2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

1.18 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment: Pressure-treat wood according to AWPA U1 and the following:

- 1. Use preservative chemicals acceptable to authorities having jurisdiction and containing no arsenic or chromium. Use chemical formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
- 2. Kiln-dry lumber and plywood after treatment to a maximum moisture content, respectively, of 19 and 15 percent. Do not use materials that are warped or do not comply with requirements for untreated materials.

1.19 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces.
- E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

1.20 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

1.21 ALUMINUM FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface

preparation, including pretreatment, application, baking, and minimum dry film thickness.

1.22 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.
- B. PVC Finish: Manufacturer's standard, UV-light stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

1.23 IRON FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

1.24 STAINLESS-STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run directional finishes with long dimension of each piece.
 - 2. Dull Satin Finish: No. 6

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Notify architect of conditions that would adversely affect installation or subsequent use.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored and positioned at locations indicated on Drawings.
- D. Finish and repair any damages caused to finish or product in accordance with manufacturer's instructions and as approved by Landscape Architect.
- E. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Landscape Architect.
- F. Clean products promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.
- G. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- H. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.
- I. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with non-shrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION 323300

SECTION 329115

SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes planting soils and layered soil assemblies specified according to performance requirements of the mixes.
- B. Related Requirements:
 - 1. Category 200 "Grading" (Baltimore County Standard Specifications and Details for Construction).
 - 2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.
 - 3. Section 329300 "Plants" for placing planting soil for plantings.
 - 4. Category 700 "Landscaping" (Baltimore County Standard Specifications and Details for Construction).

1.3 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- F. Imported Soil: Soil that is transported to Project site for use.

- G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- M. SSSA: Soil Science Society of America.
- N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- Q. USCC: U.S. Composting Council.

1.4 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: Contractor to provide for each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.

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- 3. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
 - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
- B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each testing agency.
- B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
- C. Field quality-control reports.

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.
 - 1. Laboratories: Subject to compliance with requirements, provide testing by one the following:
 - a. Agricultural Analytical Services Lab, Penn State University, University Park, PA 16801
 - b. Waypoint Analytical, 7621 Whitepine Road, Richmond, VA 23237
 - e. Agrolab, Inc., 101 Clukey Drive, Harrington, DE 19952, T: 302.566.6094
 - d. Hills-Carnes, 10975 Guilford Road, Suite A, Annapolis Junction, MD 20701

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil.
 - 1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

1.9 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 - 1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis Part 1-Physical and Mineralogical Methods":
 - a. Hydrometer Method: Report percentages of sand, silt, and clay.
 - 2. Bulk Density: Analysis according to core method and clod method of SSSA's "Methods of Soil Analysis Part 1-Physical and Mineralogical Methods."
 - 3. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis Part 1-Physical and Mineralogical Methods."
 - 4. Water Retention: According to SSSA's "Methods of Soil Analysis Part 1-Physical and Mineralogical Methods."
 - 5. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D 698 (Standard Proctor).
- C. Fertility Testing: Soil fertility analysis according to standard laboratory protocol of SSSA NAPT NCR-13, including the following:
 - 1. Percentage of organic matter.
 - 2. CEC, calcium percent of CEC, and magnesium percent of CEC.
 - 3. Soil reaction (acidity/alkalinity pH value).
 - 4. Buffered acidity or alkalinity.
 - 5. Nitrogen ppm.
 - 6. Phosphorous ppm.
 - 7. Potassium ppm.
 - 8. Manganese ppm.
 - 9. Manganese-availability ppm.
 - 10. Zinc ppm.
 - 11. Zinc availability ppm.
 - 12. Copper ppm.
 - 13. Sodium ppm.
 - 14. Soluble-salts ppm.

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- 15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
- 16. Other deleterious materials, including their characteristics and content of each.
- Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3-Chemical Methods."
- E. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
 - 1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inchdepth of soil.
 - 2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 6-inch depth of soil.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Planting Soil Type – Planting soil and topsoil for at-grade condition

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Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments to produce a soil mixture best for plant growth. Using soil analyses and materials specified in other articles of this Section.

If there is no existing soil on site, contractor to import certified planting soil to meet requirements of plantings. Contractor is not to substitute planting soil with topsoil.

Contractor to provide certificate, test report and recommendations of the planting soil and topsoil from testing lab for approval to the Landscape Architect prior to installation.

- 1. Particle Size Distribution by USDA Textures: USDA loam, sandy loam or sandy clay loam with clay content between 15 and 25% and a combined clay/silt content of no more than 55%.
- 2. CEC (Cation Exchange Capacity): Minimum of 7 meq/100g
- 3. Percentage of Organic Matter: Minimum 5 percent by volume measured by LOI test.
- 4. Soil Reaction: pH of 6 to 7.
- 5. Soluble-Salt Content: .5 or less dS/m measured by electrical conductivity.
- 6. Soil reports to come directly from testing labs and not from contractors.
- 7. Soil reports to be max. 60 days old.
- 8. Planting soil and topsoil to be separate submittals and line items.

Amend imported soil with materials specified in other articles of this Section to become planting soil complying with the following requirements:

- 9. Sources: Take imported, unamended soil from sources that are naturally well drained. Sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including. However, not limited to, those identified by the Maryland Cooperative Extension or the Maryland Department of Agriculture and Consumer Services.
- 10. Additional Properties of Imported Soil before Amending: Minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration. Clean soil to be free of the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 4 percent by dry weight of the imported soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
- 11. Percentage of Organic Matter: 5% min by volume shown by LOI test.
- 12. Soil Reaction: pH of 6 to 7.

- 13. Soil reports to come directly from testing labs.
- 14. Soil reports to be max. 60 days old.
- 15. Planting soil and topsoil to be separate submittals and line items.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
 - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.
 - 3. Form: Provide lime in form of ground dolomitic limestone.
 - 4. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.
 - 5. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
 - 6. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.
 - 7. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 - 1. Feedstock: Limited to leaves, may include animal waste.
 - 2. Reaction: pH of 5.5 to 8
 - 3. Soluble-Salt Concentration: Less than 4 dS/m
 - 4. Moisture Content: 35 to 55 percent by weight.
 - 5. Organic-Matter Content: 30 to 40 percent of dry weight.
 - 6. Particle Size: Minimum of 98 percent passing through a 1/2-inch sieve.
- B. Manure: Well-rotted, unleached, free of antibiotics, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 5 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- D. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.1 GENERAL

- A. See Soils Plan for Planting Soil depths.
- B. Place planting soil and fertilizers according to requirements in other Specification Sections.
- C. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- Proceed with placement only after unsatisfactory conditions have been corrected.
- E. Till at least 6 inches of existing soil/subgrade prior to placing new planting/topsoil and plantings.
- F. Place new soil in tree pits.

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3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches and stockpile until amended.
- B. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Cleaned soil should not contain roots, plants, sod, clay lumps, and pockets of coarse sand.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. See Soils Plan for Planting Soil depths.
- C. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 6 inches of subgrade. Spread remainder of planting soil.
- D. Mixing: Spread unamended soil to total depth of 8 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix lime and sulfur with dry soil before mixing fertilizer.
 - b. Mix fertilizer with planting soil no more than seven days before planting.
 - 2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- E. Compaction: Compact each blended lift of planting soil to 75-82 percent of maximum Standard Proctor density according to ASTM D 698.

F. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Till soil so that it is loose for roots to penetrate, till to a minimum depth of 6".

3.4 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. See Soils Plan for Planting Soil depths.
- C. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - Apply approximately half the thickness of planting soil over prepared, loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.
- D. Application: Spread planting soil to total depth of 6 inches, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Lifts: Apply planting soil in lifts not exceeding 12 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- E. Compaction: Compact each lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.
- F. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 BLENDING PLANTING SOIL IN PLACE

- A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

- C. Mixing: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
 - 1. Mix lime and sulfur with dry soil before mixing fertilizer.
 - 2. Mix fertilizer with planting soil no more than seven days before planting.
- D. Compaction: Compact blended planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Rake, remove ridges, and fill depressions to meet finish grades.

3.6 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: Apply compost component of planting-soil. Mix 4 inches of compost to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Rake, remove ridges, and fill depressions to meet finish grades.

3.7 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- C. If planting soil or subgrade is over compacted (more than 85%), disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Landscape Architect and replace contaminated planting soil with new planting soil.

3.8 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 329115

SECTION 329200

TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding
 - 2. Sodding

B. Related Requirements:

- 1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.
- 2. Category 300 "Drainage and Utility Construction" (Baltimore County Standard Specifications and Details for Construction).

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" and drawing designations for planting soils.

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E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:

- a. Landscape Industry Certified Technician Exterior.
- b. Landscape Industry Certified Lawncare Manager.
- c. Landscape Industry Certified Lawncare Technician.
- 5. Pesticide Applicator: State licensed, commercial.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

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

1.9 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: April 1 to May 15
 - 2. Fall Planting: September 1 to October 15
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

- 1. Quality: State-certified seed of grass species as listed below for solar exposure.
- 2. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
- 3. Full Sun: Bermudagrass (Cynodon dactylon).
- 4. Full Sun: Kentucky bluegrass (Poa pratensis), a minimum of three cultivars.
- 5. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (Poa pratensis).
 - b. 30 percent chewings red fescue (Festuca rubra variety).
 - c. 10 percent perennial ryegrass (Lolium perenne).
 - d. 10 percent redtop (Agrostis alba).
- 6. Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (Festuca rubra variety).
 - b. 35 percent rough bluegrass (Poa trivialis).
 - c. 15 percent redtop (Agrostis alba).

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified and approved and Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Manufacturer: Royal Sod Farms, LLC
- C. Product: Royal Sod Fescue Blend
 - o Bravado Tall Fescue
 - Xtreme Green Tall Fescue
 - o Titanium Tall Fescue
 - Raven KY Blue (less than 10%)

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- D. Turfgrass Species: Sod of grass species, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed
- E. MD preferred sod mix 3 species of tall fescue and max. 5% of Bluegrass

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.
- C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; bio-solids; yard trimmings; or source-separated or compostable mixed solid waste.

- E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- F. Non asphaltic Tackifier: Colloidal Tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- G. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.5 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329115 "Soil Preparation" for planting soil.
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 5 to 8 lb/1000 sq. ft..
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets and 1:6 with erosion-control fiber mesh installed and stapled according to manufacturer's written instructions.

- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- F. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
 - Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft.. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
- G. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch or peat mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, slow-release fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
 - 3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.

3.6 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

329200 TURF AND GRASSES

- 1. Lay sod across slopes exceeding 1:3.
- 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.7 TURF MAINTENANCE

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

1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

3.8 SATISFACTORY TURF

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

3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 PLUGGING

Plant plugs in holes or furrows, spaced 12 inches apart in a triangular pattern.

3.11 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

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

3.12 MAINTENANCE SERVICE

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

END OF SECTION 329200

SECTION 329300

PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Plants
- 2. Tree stabilization
- 3. Tree-watering devices
- 4. Landscape edgings

B. Related Requirements:

- 1. Section 015639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
- 2. Section 329200 "Turf and Grasses" for turf (lawn), hydroseeding, and erosion-control materials.
- 3. Category 700 "Landscaping" (Baltimore County Standard Specifications and Details for Construction).

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.

- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
- G. Finish Grade: Elevation of finished surface of planting soil.
- H. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- I. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- J. Planting Area: Areas to be planted.
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" for drawing designations for planting soils.
- L. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- M. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- N. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

O. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
 - 2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- B. LEED Submittals: Comply with Section 018113.
 - 1. SS Credit 2: Protect or Restore Habitat
 - 2. Provide documentation that confirms all criteria listed in Part 2 of this Section is met for all imported soils.
- C. Samples for Verification: For each of the following:
 - 1. Trees and Shrubs: Three Samples of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.
 - Organic Compost Mulch: 1-quart volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
 - 3. Weed Control Barrier: 12 by 12 inches.

- 4. Proprietary Root-Ball-Stabilization Device: One unit.
- 5. Slow-Release, Tree-Watering Device: One unit of each size required.
- 6. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.
- 7. Tree Grates, Frames, and Accessories: Manufacturer's standard size delivered to site for review, to verify design and color selected.
- 8. Root Barrier: Width of panel by 12 inches.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis of standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.
- D. Sample Warranty: For special warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

- 4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician Exterior.
 - b. Landscape Industry Certified Horticultural Technician.
- 5. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
 - 1. Selection of plants purchased under allowances is made by Architect, who tags plants at their place of growth before they are prepared for transplanting.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

- Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
- 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.11 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: April 1 to May 15
 - 2. Fall Planting: September 1 to October 15
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.12 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization, edgings and tree grates.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Periods: From date of Substantial Completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 24 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - c. Annuals: Three months.
 - 3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.

d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 - 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 - 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Do not use nurseries that have a different soil structure than Maryland's (e.g. do not use nurseries from the South, Tennessee and Georgia to name a few)
- C. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- D. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- E. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- F. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.
- G. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide

only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.

- H. Do not install plants if they appear to be damaged during transit or on site.
- I. Trees to be protected during transit so that they do not get wind burn etc.
- J. Imported soils: Comply with the following criteria:

Original function is comparable to reuse function

Not classified as prime farmland, unique farmland or farmland of statewide or local importance

Not extracted from a greenfield site

Does not include sphagnum peat moss

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 - 1. Size: 5-gram tablets.
 - 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 PLANT WATERING DEVICES

A. Shade trees

Manufacturer: TreeGator Original, www.treegator.com (size of bag dependent on tree size)

B. Evergreen and multi-stem trees:

Manufacturer: TreeGator Jr. Pro, www.treegator.com (size of bag dependent on tree size)

2.4 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.

- 2. Size Range: 3 inches maximum, 1/2 inch minimum.
- 3. Color: Natural.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; bio-solids; yard trimmings; or source-separated or compostable mixed solid waste.

2.5 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
- B. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd..

2.6 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.7 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

- 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
- 2. Wood Deadmen: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.

- 3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles or compression springs.
- 4. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
- 5. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
- 6. Guy Cables: Five-strand, 3/16-inch-diameter, galvanized-steel cable, with zinc-coated turnbuckles or compression springs, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
- 7. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.
- 8. Proprietary Staking-and-Guying Devices: Proprietary stake or anchor and adjustable tie systems to secure each new planting by plant stem; sized as indicated and according to manufacturer's written recommendations.
 - a. Platipus anchoring system (http://www.platipus-anchors.us/)

B. Root-Ball Stabilization Materials:

- 1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated (min. 8'-0 out of ground and 2'-0 underground); stakes pointed at one end.
- 2. Wood Screws: ASME B18.6.1.
- Proprietary Root-Ball Stabilization Devices: Proprietary at- or below-grade stabilization systems to secure each new planting by root ball and that do not encircle the trunk; sized according to manufacturer's written recommendations unless otherwise indicated.
 - a. Platipus anchoring system Plati Mat model # depends on size of the tree specified in planting schedule (http://www.platipus-anchors.us/)

2.8 LANDSCAPE EDGINGS

- A. Steel Edging: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
 - 1. Border Concepts Steel Edging (Border King)
 - 2. Edging Size: 1/4 inch thick by 5 inches deep.
 - 3. Stakes: Tapered steel, a minimum of 12 inches long.
 - 4. Accessories: Standard tapered ends, corners, and splicers.
 - 5. Finish: Manufacturer's standard paint.
 - a. Paint Color: Contractor to submit all manufacturer colors for approval.

2.9 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

- B. Root Barrier: Black, molded, modular panels 24 inches high (deep), 85 mils thick, and with vertical root deflecting ribs protruding 3/4 inch out from panel surface; manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors.
- C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- D. Burlap: Non-synthetic, biodegradable.
- E. Planter Drainage Gravel: Washed on site after delivery with no fines, #57 stone.
- F. Planter Filter Fabric: Nonwoven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.
- G. Concrete Parking Stops: For anchoring trees on structure. Use minimum 3 parking stops per tree. 200 lbs+ per parking stop minimum weight. Parking stops to be installed prior to infilling soil trench. Document via photos that the parking stops were installed correctly for each tree pit.
- H. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329115 "Soil Preparation."
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- D. Application of Mycorrhizal Fungi: At time directed by Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable and will be rejected.
 - 2. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 3. Excavate three times as wide as ball diameter for balled and Burlapped, balled and potted, container-grown and fabric bag-grown stock.
 - 4. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 5. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

- 6. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
- 7. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
- 8. Maintain supervision of excavations during working hours.
- 9. Keep excavations covered or otherwise protected after working hours.
- 10. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch-diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow it to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: Contractor to layout all plants prior to installation and get landscape architect's approval on the layout. Installation to occur only after landscape architect has approved the layout. Contractor to notify landscape architect minimum 7 days in advance for conducting a site visit to approve the planting layout. Layout of plants to be in accordance with contract documents.
- B. At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- C. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- D. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.

- After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
- 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
- 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per plant.
- 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above Insert requirement adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per plant.
 - 5. Continue backfilling process. Water again after placing and tamping final layer of soil
- F. Fabric Bag-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

- 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per plant.
- 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- G. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 2 inches above adjacent finish grade.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.
 - 3. Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.
 - 4. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 5. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.
 - a. Quantity: Two per plant.
 - 6. Continue backfilling process. Water again after placing and tamping final layer of soil.
- H. Watering Pipe: During backfilling, install watering pipe 4 feet deep into the planting pit outside the root ball with top of pipe 1 inch above the mulched surface.
- I. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 MECHANIZED TREE-SPADE PLANTING

- A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field-grown, balled-and-burlapped root-ball diameter according to ANSI Z60.1, or larger than manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller.
- B. Use the same tree spade to excavate the planting hole as will be used to extract and transport the tree.

- C. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.
- D. Cut exposed roots cleanly during transplanting operations.
- E. Plant trees following procedures in "Tree, Shrub, and Vine Planting" Article.
- F. Where possible, orient the tree in the same direction as in its original location.

3.7 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

3.8 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 - Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees
 of less than 2-inch caliper only as required to prevent wind tip out. Use a
 minimum of two stakes of length required to penetrate at least 18 inches below
 bottom of backfilled excavation and to extend one-third of trunk height above
 grade. Set vertical stakes and space to avoid penetrating root balls or root
 masses.
 - 2. Upright Staking and Tying: Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
 - 4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
- B. Trunk Stabilization by Staking and Guying: Install trunk stabilization as follows unless otherwise indicated on Drawings. Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated.

- 1. Site-Fabricated, Staking-and-Guying Method: Install no fewer than three guys spaced equally around tree.
 - a. Securely attach guys to stakes 30 inches long, driven to grade. Adjust spacing to avoid penetrating root balls or root masses. Provide turnbuckle or compression spring for each guy wire and tighten securely.
 - b. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide turnbuckle or compression spring for each guy wire and tighten securely.
 - c. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle or compression spring. Allow enough slack to avoid rigid restraint of tree.
 - d. Support trees with guy cable, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle or compression spring. Allow enough slack to avoid rigid restraint of tree.
 - e. Attach flags to each guy wire, 30 inches above finish grade.
 - f. Paint turnbuckles or compression springs with luminescent white paint.
- 2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.
- C. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
 - Wood Hold-Down Method: Place vertical stakes against side of root ball and drive them into subsoil; place horizontal wood hold-down stake across top of root ball and screw at each end to one of the vertical stakes.
 - a. Install stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation. Saw stakes off at horizontal stake.
 - b. Install screws through horizontal hold-down and penetrating at least 1 inch into stakes. Predrill holes if necessary to prevent splitting wood.
 - c. Install second set of stakes on other side of root trunk for larger trees.
 - 2. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.9 ROOT-BARRIER INSTALLATION

A. Install root barrier where trees are planted within 60 inches of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.

- B. Align root barrier with bottom edge angled at 20 degrees away from the paving or other hardscape element and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.
- C. Install root barrier continuously for a distance of 60 inches in each direction from the tree trunk, for a total distance of 10 feet per tree. If trees are spaced closer, use a single continuous piece of root barrier.
 - 1. Position top of root barrier according to manufacturer's written recommendations.
 - 2. Overlap root barrier a minimum of 12 inches at joints.
 - 3. Do not distort or bend root barrier during construction activities.
 - 4. Do not install root barrier surrounding the root ball of tree.

3.10 PLACING SOIL IN PLANTERS

- A. Place a layer of drainage gravel at least 4 inches thick in bottom of planter. Cover bottom with filter fabric and wrap filter fabric 6 inches up on all sides. Duct tape along the entire top edge of the filter fabric, to secure the filter fabric against the sides during the soil-filling process.
- B. Fill planter with planting soil. Place soil in lightly compacted layers to an elevation of 1-1/2 inches below top of planter, allowing natural settlement.

3.11 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.12 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic or mineral mulch ring of 2-inch average thickness, with 36-inch radius around trunks or stems. Do not place mulch within 6 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 2-inch average thickness of organic mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 6 inches of trunks or stems.
 - 3. Mineral Mulch in Planting Areas: Apply 2-inch average thickness of mineral mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 6 inches of trunks or stems.

3.13 EDGING INSTALLATION

- A. Steel Edging: Install steel edging where indicated according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches apart, driven below top elevation of edging.
- B. Shovel-Cut Edging: Separate mulched areas from turf areas, curbs, and paving with a 45-degree, 4- to 6-inch-deep, shovel-cut edge.
- C. Mow-Strip Installation:
 - 1. Excavate for mow strip.
 - 2. Compact subgrade uniformly beneath mow strip.
 - 3. Apply nonselective, pre-emergent herbicide that inhibits growth of grass and weeds.
 - 4. Install steel edging, delineating the edge of mow strip.
 - 5. Install weed-control barrier before mulching, covering area of mow strip, and overlapping and pinning edges of barrier at least 6 inches and according to manufacturer's written instructions.
 - 6. Place indicated thickness of organic or mineral mulch, fully covering weed barrier.
 - 7. Rake mulch to a uniform surface level with adjacent finish grades.

3.14 INSTALLING SLOW-RELEASE WATERING DEVICE

A. Provide one device for each tree.

B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.

3.15 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, and watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.16 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.17 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
 - 2. Provide two new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - 3. Species of Replacement Trees: Species selected by Architect.

3.18 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.19 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 - 1. Maintenance Period: 24 months from date of Substantial Completion.
- B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

END OF SECTION 329300

SECTION 330500

COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping joining materials.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Sleeves.
 - 5. Identification devices.
 - 6. Grout.
 - 7. Piping system common requirements.
 - 8. Equipment installation common requirements.
 - 9. Painting.

1.3 DEFINITIONS

- A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
- B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- C. ABS: Acrylonitrile-butadiene-styrene plastic.
- D. CPVC: Chlorinated polyvinyl chloride plastic.
- E. PE: Polyethylene plastic.
- F. PVC: Polyvinyl chloride plastic.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Dielectric fittings.
 - 2. Identification devices.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.6 COORDINATION

A. Coordinate installation of identifying devices after completing covering and painting if devices are applied to surfaces.

PART 2 - PRODUCTS

2.1 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness, unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B32, lead-free alloys. Include water-flushable flux according to ASTM B813.
- E. Solvent Cements for Joining Plastic Piping:

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- 1. ABS Piping: ASTM D2235.
- 2. CPVC Piping: ASTM F493.
- 3. PVC Piping: ASTM D2564. Include primer according to ASTM F656.
- 4. PVC to ABS Piping Transition: ASTM D3138.

2.2 TRANSITION FITTINGS

- A. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
- B. Transition Couplings NPS 1-1/2 and Smaller:
 - 1. Underground Piping: Manufactured piping coupling or specified piping system fitting.
- C. AWWA Transition Couplings NPS 2 and Larger:
 - Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.
- D. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:
 - 1. Description: ASTM C1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

2.3 DIELECTRIC FITTINGS

- A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- B. Dielectric Unions:
 - 1. Description: Factory fabricated, union, NPS 2 and smaller.
 - a. Pressure Rating: 150 psig minimum.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.
- C. Dielectric Flanges:
 - Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 and larger.
 - a. Pressure Rating: 150 psig minimum.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Kits:
 - Description: Nonconducting materials for field assembly of companion flanges, NPS 2-1/2 and larger.

- a. Pressure Rating: 150 psig minimum.
- b. Gasket: Neoprene or phenolic.
- c. Bolt Sleeves: Phenolic or polyethylene.
- d. Washers: Phenolic with steel backing washers.

E. Dielectric Couplings:

- 1. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 and smaller.
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded.

F. Dielectric Nipples:

- 1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded or grooved.

2.4 SLEEVES

- A. Galvanized-Steel Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.
- E. PVC Pipe Sleeves: ASTM D1785, Schedule 40.
- F. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.5 IDENTIFICATION DEVICES

- A. General: Products specified are for applications referenced in other utilities Sections. If more than single type is specified for listed applications, selection is Installer's option.
- B. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.
 - 1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.

- 2. Location: Accessible and visible.
- C. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.
- D. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.
- E. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers, extending 360 degrees around pipe at each location.
- F. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- G. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
 - 1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.
- H. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils thick.
 - 1. Width: 1-1/2 inches on pipes with OD, including insulation, less than 6 inches; 2-1/2 inches for larger pipes.
 - 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- I. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch sequenced numbers. Include 5/32-inch hole for fastener.
 - 1. Material: 0.032-inch- thick, polished brass.
 - 2. Material: 0.0375-inch- thick stainless steel.
 - 3. Material: 3/32-inch- thick plastic laminate with 2 black surfaces and a white inner layer.
 - 4. Material: Valve manufacturer's standard solid plastic.
 - 5. Size: 1-1/2 inches diameter, unless otherwise indicated.
 - 6. Shape: As indicated for each piping system.
- J. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.
- K. Engraved Plastic-Laminate Signs: ASTM D709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
 - 1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
 - 2. Thickness: 1/16 inch. unless otherwise indicated.

- 3. Thickness: 1/16 inch, for units up to 20 sq. in. or 8 inches in length, and 1/8 inch for larger units.
- 4. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.
- L. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in piped utility identification with corresponding designations indicated. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of piped utility systems and equipment.
 - 1. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.

2.6 GROUT

- A. Description: ASTM C1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

2.7 FLOWABLE FILL

- A. Description: Low-strength-concrete, flowable-slurry mix.
 - 1. Cement: ASTM C150, Type I, portland.
 - 2. Density: 115- to 145-lb/cu. ft.
 - 3. Aggregates: ASTM C33, natural sand, fine and crushed gravel or stone, coarse.
 - 4. Aggregates: ASTM C33, natural sand, fine.
 - 5. Admixture: ASTM C618, fly-ash mineral.
 - 6. Water: Comply with ASTM C94/C94M.
 - 7. Strength: 100 to 200 psig at 28 days.

PART 3 - EXECUTION

3.1 PIPED UTILITY DEMOLITION

- A. Refer to Section 024119 "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.

- 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- 2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.
- 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
- 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 DIELECTRIC FITTING APPLICATIONS

- A. Wet Piping Systems: Connect piping of dissimilar metals with the following:
 - 1. NPS 2 and Smaller: Dielectric couplings or dielectric nipples.
 - 2. NPS 2-1/2 to NPS 4: Dielectric nipples.
 - 3. NPS 2-1/2 to NPS 8: Dielectric nipples or dielectric flange kits.
 - 4. NPS 10 and NPS 12: Dielectric flange kits.

3.3 PIPING INSTALLATION

- A. Install piping according to the following requirements and utilities Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.

- H. Select system components with pressure rating equal to or greater than system operating pressure.
- I. Sleeves are not required for core-drilled holes.
- J. Permanent sleeves are not required for holes formed by removable PE sleeves.
- K. Verify final equipment locations for roughing-in.
- L. Refer to equipment specifications in other Sections for roughing-in requirements.

3.4 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- E. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- H. Soldered Joints: Apply ASTM B813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B32.
- I. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

- J. Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.
- K. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D2235 and ASTM D2661 appendixes.
 - 3. CPVC Piping: Join according to ASTM D2846/D2846M Appendix.
 - 4. PVC Pressure Piping: Join schedule number ASTM D1785, PVC pipe and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
 - 5. PVC Nonpressure Piping: Join according to ASTM D2855.
 - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D3138 Appendix.
- L. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D3139.
- M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D3212.
- N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D2657.
 - 1. Plain-End PE Pipe and Fittings: Use butt fusion.
 - 2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.
- O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.5 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Install dielectric fittings at connections of dissimilar metal pipes.

3.6 EQUIPMENT INSTALLATION

- A. Install equipment level and plumb, unless otherwise indicated.
- B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.

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C. Install equipment to allow right of way to piping systems installed at required slope.

3.7 IDENTIFICATION

- A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.
 - 1. Stenciled Markers: According to ASME A13.1.
 - 2. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.
 - 3. Locate pipe markers on exposed piping according to the following:
 - a. Near each valve and control device.
 - b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
 - c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
 - d. At manholes and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.
- B. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.8 GROUTING

- A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 330500

SECTION 334200

STORMWATER CONVEYANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition.

1.2 SUMMARY

A. Section Includes:

- 1. HDPE pipe and fittings.
- 2. PVC pipe and fittings.
- 3. Concrete pipe and fittings.
- 4. Cleanouts.
- 5. Drains.
- 6. Manholes.
- 7. Polymer-concrete, channel drainage systems.
- 8. Stormwater inlets.
- 9. Pipe outlets.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

- 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
- 2. Stormwater Inlets: Include plans, elevations, sections, details, frames, covers, and grates.
- 3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames, covers, design calculations, and concrete design-mix reports.

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1.4 INFORMATIONAL SUBMITTALS

- Α. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.
- B. Profile Drawings: Show system piping in elevation. Draw profiles at horizontal scale of not less than 1 inch equals 50 feet and vertical scale of not less than 1 inch equals 5 feet. Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- C. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
- D. Field quality-control reports.

1.5 **QUALITY ASSURANCE**

Piping materials shall bear label, stamp, or other markings of specified testing agency. A.

1.6 DELIVERY, STORAGE, AND HANDLING

- Α. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes in accordance with manufacturer's written rigging instructions.
- D. Handle and stormwater inlets in accordance with manufacturer's written rigging instructions.

1.7 FIELD CONDITIONS

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

PART 2 - PRODUCTS

JOB ORDER NUMBER - 10000865

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 905 – Pipe

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for Construction and Materials, Section 303 – Pipe Culverts

END OF SECTION 334200

SECTION 334600

SUBDRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Baltimore County Department of Public Works and Transportation Standard Specifications for Construction and Materials, Latest Edition

1.2 SUMMARY

- A. Section Includes:
 - 1. Perforated pipe and fittings.
 - Geotextile filter fabrics.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - Geotextile filter fabrics.

PART 2 - PRODUCTS

Refer to Baltimore County Standard Specifications for Construction and Materials, Section SECTION 306 – Underdrains, Subgrade Drains, and Spring Control

PART 3 - EXECUTION

Refer to Baltimore County Standard Specifications for Construction and Materials, Section SECTION 306 – Underdrains, Subgrade Drains, and Spring Control

END OF SECTION 334600

334600 SUBDRAINAGE

APPENDIX A

GEOTECHNICAL SUBSURFACE INVESTIGATION REPORT

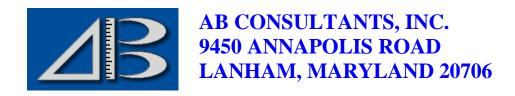
GEOTECHNICAL SUBSURFACE INVESTIGATION REPORT

Rockdale Park – Park Revitalization Baltimore County, Maryland

PREPARED FOR:

Mahan Rykiel 3300 Clipper Mill Road, Suite 200 Baltimore, MD 21211

PREPARED BY:



September 12, 2024

Ph: (301) 306-3091 Fax: (301) 306-3092 www.abconsultantsinc.com

Surveyors Support Services

September 12, 2024

Attn: Mr. Mark. E Pelusi, Jr Mahan Rykiel 3300 Clipper Mill Road, Suite 200 Baltimore, MD 21211

REF: Report of Subsurface Investigation and Studies Rockdale Park – Park Revitalization Baltimore County, Maryland AB Job No. 2021528-02

Dear Mr. Pelusi:

AB Consultants, Inc. (ABC) is pleased to submit this soil report containing the results of the geotechnical investigation for the above-referenced project. To obtain information of the subsurface conditions, eight (8) 10- to 15-foot deep soil borings were drilled and two (2) infiltration tests were performed. The purpose of this study was to explore the subsurface conditions for the proposed improvements within the Rockdale Pak in Baltimore County, Maryland. The following report sections discuss the results of field and laboratory studies, design recommendations and construction methods for the proposed improvements.

All samples obtained from the soil test borings will be retained in our laboratory for a period of thirty (30) days from the date of this report. They will be available for inspection during this period. After that time, the samples will be discarded.

It has been a pleasure serving you on this project. If you have any questions regarding this report, or if we can be of further service in any way, please contact us.

Very truly yours,

AB Consultants, Inc.

Fu Guo, P.E. Project Engineer Andinet Tolla, P.E. Project Manager

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- F. Field Infiltration Test Results

1.0 INTRODUCTION

1.1 General

This report presents the findings from subsurface exploration, laboratory test results, and geotechnical recommendations for the proposed park improvement within Rockdale Park in Baltimore County, Maryland. The site improvements include Stormwater Management (SWM) facilities, a basketball court, pickleball court, and sidewalks. Based on the provided plan, removal of existing asphalt pavement, concrete, benches, fence, and vegetation are anticipated. The study was conducted by performing field and laboratory tests at the site. The results of these tests form the basis for determining the relevant design parameters for the proposed improvements. This subsurface study was conducted for Mahan Rykiel and has been performed in general accordance with our proposal dated October 2nd, 2023, and subsequent conversations.

1.2 Scope of Work

The investigation of existing subsurface soil conditions at the site consisted of the following:

- Planning and executing subsurface exploration programs to evaluate soil and ground conditions for the proposed site improvements.
- Performing on-site infiltration tests.
- Performing laboratory tests on soil samples obtained from the borings.
- Providing a geotechnical report that includes a summary of field findings,
 laboratory test results and geotechnical recommendations.

1.3 <u>Site Location</u>

The project site is located at 3326 North Rolling Road, Gwynn Oak, Maryland. The field study was focused on grass and paved area located within fenced asphalt paved area and south and west of fenced area.

2.0 FIELD ACTIVITIES AND SUBSURFACE EXPLORATION

2.1 Soil Borings

To obtain information of the subsurface conditions, a total of eight (8) soil borings were drilled at the project site; six soil borings were performed for the basketball and pickleball court (SB-1 through SB-6) and two soil borings for the SWM facilities (SWM-

1 and SWM-2). Soil borings were drilled to depths of 10- to 15-feet below existing grade between July 23 and August 15, 2024. Soil borings were staked out in the field by ABC; in addition, all field drilling operations were managed and supervised by ABC. A site location map and boring plan are included in Appendix B and C, respectively.

2.2 <u>Subsurface Investigation</u>

Borings for this project were drilled utilizing a CME-45 series truck-mounted drilling rig. Test borings were advanced using hollow-stem augers and soil samples were obtained using the Standard Penetration Test (SPT) procedure in accordance with ASTM D1586. SPT samples were obtained from the borings at depth intervals of 2.5 feet in the top ten feet, and at 5-foot intervals, thereafter. A representative portion of each split spoon sample was placed in a glass jar and was transported to our laboratory. In addition, bulk samples were collected in most of the borings.

In the split-barrel sampling procedure, a 2.0-inch O.D. split-barrel sampling spoon is driven into the ground with a 140-pound hammer, free falling a distance of 30 inches. The blows required to advance the sampling spoon to a specified distance are reported as the penetration resistance values. The values are shown on the boring logs at the depths of their occurrence. The N-value is the sum of standard penetration resistance values that advanced through the last 12 inches of sampling. The N-value is an indication of the relative density of in-place granular soils and, to a lesser degree of accuracy, the consistency of cohesive soils.

Groundwater levels were monitored in all borings. Samples obtained from the borings were inspected by a geotechnical engineer and the field logs were edited accordingly. The final logs indicating the encountered subsurface conditions are included in Appendix D.

2.3 On-site Infiltration Tests and Results

Two (2) infiltration tests were performed at the proposed bio-retention facility locations; the borings for the infiltration tests were drilled within a 5-foot radius of the soil sample borings. Infiltration test holes were drilled with a 6-inch diameter auger to an approximate depth of 5 feet below existing grade. Five-inch diameter solid PVC casings were inserted into the test holes and water was then introduced for an overnight presoaking period. The infiltration tests were performed the following day by refilling the

PVC casings with water to the pre-soak level and then monitoring water levels at one-hour time periods. This procedure was then repeated (refilling the casings each time) three additional times, for a total of four observations. Field in-situ infiltration test data is included in Appendix F and the results are summarized in the following table.

	SUMMARY OF IN-SITU INFILTRATION TEST RESULTS												
Boring No.	Test Hole Depth (ft)	Sample Description at Bottom of Test Hole	Average 4-hr Field Infiltration Rate (in./hr)										
SWM-1	5	Elastic Silt	1.4										
SWM-2	5	Sandy Elastic Silt	2.2										

3.0 LABORATORY TESTING PROGRAM

3.1 <u>Laboratory Testing Program</u>

Laboratory tests were performed on selected representative samples. Natural moisture contents were performed on all soil samples, and the results are included in the boring logs. Sieve analysis and modified proctor tests were conducted on selected samples; gradation curves and proctor results are presented in Appendix E.

3.2 Laboratory Results

Results of the standard proctor laboratory tests are summarized in the following table. Other pertinent soil data are presented in the boring logs and Appendix E.

	RESULTS SUMMARY OF MODIFIED PROCTOR TESTS													
	Sample	Atterberg Limits Passing Modified Proctor Test												
Boring No.	Depth (ft)	LL	PL	PI	#200 Sieve (%)	Max. Dry Density (pcf)	Opt. Moist. Content (%)	Soil Classification						
SB-1	1 to 6	62	34	28	84.9	105.4	19.3	MH/A-7-6						
SB-3	1 to 6	62	33	29	85.5	101.0	19.9	MH/A-7-6						

4.0 GENERAL SITE AND SUBSURFACE CONDITIONS

4.1 Site Condition

The study area is located within Rockdale Park, situated at 3326 North Rolling Road Gwynn Oak, Maryland. The park is bordered by Milford Mill Road to the south,

Rolling Road to the east, Rolling Park Apartments to the north, and residential neighborhoods to the west. The study site is located on the paved and grassy field west of the existing parking lot. Existing building and pavilion are found north of the study area. Liberty Seventh-day Adventist Church is also found south of the study site. Wooded areas are also found along south and western part of the study site.

4.2 <u>Site Geology</u>

According to the *Maryland Geological Map published by The Maryland Geologic Survey (1968)*, the site appears to be located within the Baltimore Gabbro Complex. This formation consists of hypersthene gabbro with subordinate amounts of olivine gabbro, norite, anorthositic gabbro, and pyroxenite; igneous minerals and textures well preserved in some rocks, other rocks exhibit varying degrees of alteration and recrystallization with a new metamorphic mineral assemblage.

4.3 Subsurface Soil Condition

Various soil types were grouped into the major zones noted on the boring logs. A brief explanation of the terms and notes used in the logs is included with this report. The stratification lines designating the interfaces between earth materials on the boring logs are approximate; in situ, the transitions may be gradual. Detailed soil descriptions and depth of various soil strata are given in the boring logs, together with SPT blow counts with depth. In general, the encountered soils are grouped and summarized as follows:

Topsoil:

Topsoil was encountered in some borings with an approximate thickness ranging between 2- and 4-inches. Topsoil is defined as the more highly-organic weathered surficial soils horizon capable of supporting vegetation.

Pavement:

4- to 5-inches of asphalt pavements with 4- to 9-inches gravel base were encountered in some borings.

Type I:

Sandy Clay: Reddish brown and brown sandy clay was encountered in boring SB-1 to SB-4 and SWM-1 and extended to depths ranging from 3-to 6-ft below existing grade elevation. N-values for this soil type ranged from 3 to 13 blows per foot (bpf).

Type II: Sandy Silt to Silty Sand: Brown sandy silt to silty sand was encountered in boring SB-2, SB-5, SB-6, and SWM-2. This soil type extended to various depths ranging from 3.5-ft below existing grade to completion depths. The N-values for this type of soil ranged between 8 and spoon refusal (more than 51 bpf).

Type III: Sandy Elastic Silt to Elastic Silt: Reddish brown, brown, and tan sandy elastic silt to elastic silt were encountered in all borings except SB-2. These types of soils extended to various depths ranging from 3- to 8-ft below existing grade and completion depths. N-values for this soil type ranged between 3 and 30 bpf.

4.4 <u>Groundwater Observations</u>

The boreholes were observed for the presence and level of groundwater while drilling and after completion of drilling operations. As noted on the boring logs, groundwater was encountered in boring SWM-1 only. Water level observations are presented at the lower left-hand corner of the boring logs. Fluctuations in the level and quantity of groundwater will occur due to variations in rainfall, temperature, soil permeability and other factors not evident at the time of the water level measurements recorded on the boring logs. Groundwater observations are summarized in the following table.

	SUMMARY OF GROUNDWATER OBSERVATIONS											
Boring No.	Boring Depth (ft)	Groundwater Depth Encountered at Drilling (ft)	Groundwater Depth Encountered at Completion (ft)									
SB-1	10	Dry	Dry, Caved-In @ 4 ft									
SB-2	10	Dry	Dry, Caved-In @ 4 ft									
SB-3	10	Dry	Dry, Caved-In @ 3.5 ft									
SB-4	10	Dry	Dry, Caved-In @ 3.5 ft									
SB-5	15	Dry	Dry, Caved-In @ 11 ft									
SB-6	15	Dry	Dry, Caved-In @ 12.5 ft									
SWM-1	15	13.5	Dry, Caved-In @ 7 ft									
SWM-2	12.5	Dry	Dry, Caved-In @ 9.5 ft									

5.0 ANALYSIS AND RECOMMENDATIONS

5.1 <u>SWM Facility Considerations</u>

The infiltration design criteria established by the Maryland Department of the Environment (MDE) Water Management Administration advises that infiltration practices not be recommended to be utilized: (a) in regions where the bottom of the infiltration facility is in existing or newly placed fill, or (b) in materials that exhibit infiltration rates less than 0.52 inches per hour, or (c) where the groundwater table or bedrock is within 4 feet of the bottom of the infiltration facility. Moreover, bioswales/bio-retention practices are not recommended to be utilized where the groundwater table is within 2 feet of the proposed facility bottom. For surface sand filters (F-1) and bio-retention (F-6) practices, a minimum infiltration rate is not required if these facilities are designed with a "day-lighting" underdrain system; otherwise these facilities require a 0.52 inch per hour (in/hr) rate. A summary of the field findings and recommendations for the proposed SWM features is presented in the following sections.

5.1.1 <u>Bio-retention Facilities</u>

Based on the boring data, laboratory tests, field infiltration test results and our visual classification of the recovered soil samples, the encountered subsoils at the site are classified in accordance with the U.S. Department of Agriculture (USDA) classification system; the classification, along with some engineering properties, are summarized in the following table.

	SUMMARY OF SOIL PROPERTIES PER USDA CLASSIFICATION												
Boring No.	Sample Depth (ft)	USDA Textural Classification	Infiltration Rate per USDA (in/hr)	Hydrologic Soil Grouping									
SWM-1	0.5 to 3	Clay	0.02	D									
3 W WI-1	3 to 15	Silty loam	0.27	С									
	0.5 to 3.5	Silty Loam	0.27	С									
SWM-2	3.5 to 8	Silty Loam	0.27	С									
	8 to 12.5	Loam	0.52	В									

Bottom of the proposed bio-retention section appears to be located at a depth of approximately 5-feet below existing grade (Elev. 508). Considering the USDA classification, boring information, on-site infiltration test results and groundwater

observations, the feasibility of infiltration practices at the proposed locations and depth are summarized in the following table.

		SUMMARY O	F SWM CONSII	DERATIONS
Boring No.	Existing Ground Elevation (ft)	Elevation at Bottom of Proposed Facility (ft)	On-site Infiltration Rate (in/hr)	Infiltration Rate per USDA (in/hr)
SWM-1	513	508	1.4	0.27
SWM-2	513	508	2.2	0.25

Despite a high on-site infiltration rate at the testing depth, silty loam and clay materials were encountered, which exhibit a poor infiltration rate based on USDA classification. The on-site infiltration rate does not align with the USDA soil type at this location. This discrepancy might be due to variations in the soil stratum or other unknown factors. Therefore, using an infiltration practice at this proposed location is not recommended. Instead, an alternative system, such as a "day-lighting" underdrain system, should be considered.

5.2 Basketball and Pickleball Court

Removal of existing asphalt pavement and topsoil are considered for construction of basketball and pickleball court. In addition, minor excavation is expected to establish the pavement subgrades. The subgrade areas are anticipated to consist of firm to medium dense sandy clay to sandy silt materials. These materials are susceptible to moisture fluctuations and may become unstable if exposed to moisture. Therefore, we recommend that construction be carried out during a dry season. Following the stripping and removal of any organic surface soils and existing pavement, the subgrade should be proof-rolled using a pneumatic roller, loaded tandem-wheel dump truck, or similar equipment. Areas identified during the proof-rolling process as soft or exhibiting 'pumping' tendencies should be undercut, processed, and recompacted or removed and replaced with suitable fill, as appropriate.

The following minimum pavement sections are recommended for the basketball and pickleball court. The pavement sections are based on Baltimore County Department of Public Works typical development paving sections (R-1):

PAVEMENT SECTIONS SUMMARY	
Section Thickness	Pavement Section per Traffic Data
Asphalt - Superpave Mixture Hot Mix Asphalt 9.5 mm, PG 64S-22 (2 lifts)	3 inches
Graded Aggregate Base (GAB)	4 inches
GAB/ CR-6/CR-1	4 inches
Structural Number (SN)	Total = 2.16

Aggregate base should be compacted to a minimum of 95 percent of the maximum Modified Proctor dry density (AASHTO T-180) within minus 2 percent to plus 2 percent of optimum moisture content.

It should be recognized that some periodic maintenance of pavements is required. As a minimum, this should include periodic sealing of all joints and cracks to prevent surface water infiltration. The importance of positive site drainage to satisfactory pavement performance cannot be overstated. If subgrade or traffic conditions vary from those previously discussed, these pavement sections should be re-evaluated.

5.3 <u>Excavation Support</u>

The excavation for side walls may be open cut or will require temporary support. All excavations should be performed in accordance with the latest Occupational Safety and Health Administration (OSHA) requirements. The OSHA soil classification system categorizes soil and rock deposits in hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability as follows:

- **Type A Soils** are cohesive soils with an unconfined compressive strength of 1.5 tons per square foot (tsf) or greater.
- **Type B Soils** are cohesive soils with an unconfined compressive strength greater than 0.5 tsf, but less than 1.5 tsf; or granular cohesionless soils; or previously disturbed soils unless otherwise classified as Type C.
- **Type C Soils** are cohesive soils with an unconfined compressive strength of 0.5 tsf or less.

Based on field and laboratory test results, elastic silt material was encountered at the site. Due to the general nature of these soils, they are categorized as Type B soils in accordance with the OSHA soil classification system. The maximum allowable side slopes for unsupported/free-standing short-term excavation less than 20 feet deep in Type B soils is 1 horizontal to 1 vertical (1H:1V or 34 degrees).

6.0 SITE GRADING AND CONSTRUCTION CONSIDERATIONS

6.1 Site Grading

Once approved erosion and sediment control measures are installed, site preparation operations may be initiated. Grading preparation should include clearing within the limits of construction and removal of organic surficial soils. Design and construction should include provisions for temporary storage, hauling, and disposal of stripped materials at an approved off-site location.

Following stripping and cutting, the subgrade should be verified prior to the installation of SWM facilities and permeable pavement features. Areas identified during the proof-rolling process as soft, or exhibiting "pumping" tendencies, shall be undercut, processed and recompacted, or removed and replaced with suitable fill, whichever is appropriate.

6.2 Suitable Fill Material

Fill and backfill material should be free of organics, debris and/or rock fragments in excess of 3 inches, in any dimension. In the top 18 inches of fill, the maximum particle size should be limited to approximately 1.5 inches. In accordance with the ASTM D2487 Unified Soil Classification, imported select fill should consist of silty gravel (GM), clayey gravel (GC), gravelly sand (SP), silty sand (SM), clayey sand (SC), or low-plasticity sandy clay (CL) with a liquid limit and plasticity index of less than 40 and 15, respectively, or an approved alternate.

6.3 <u>Compaction Requirement</u>

Fill soils should be compacted to a minimum of 92% maximum Modified Proctor dry density (ASTM D1557/AASHTO T180), with a moisture content range of $\pm 2\%$ of its optimum. Fill should be placed in nominal 10-inch-thick loose lifts. Each lift of fill should be properly compacted, tested and approved prior to placing subsequent lifts.

7.0 CONSTRUCTION CONSIDERATIONS

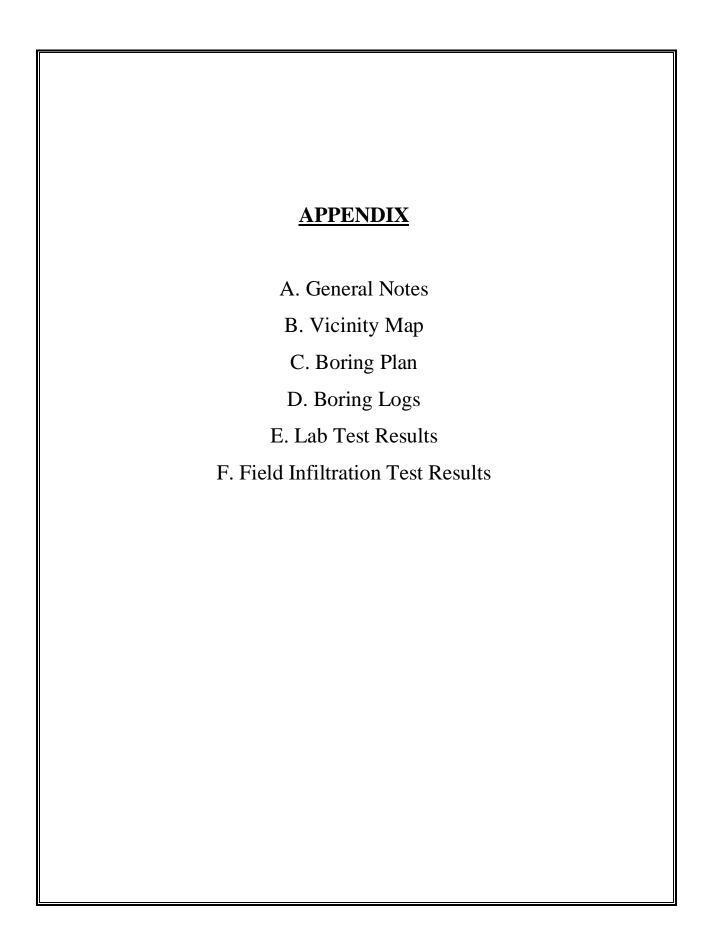
Positive surface drainage should be established at the start of work, be maintained during construction and following the completion of the project to prevent surface water ponding and subsequent saturation of subgrade soils. Prolonged exposure or saturation of subgrade soils by ponding or runoff water may result in significant changes in strength and compressibility characteristics. Saturated subgrade soils should be excavated and replaced with suitable materials.

Depending upon weather conditions during and prior to construction, groundwater may be encountered in the excavation areas. Any seepage into the construction excavation could be controlled by pumping from sump pits. During site preparation, surface runoff should be directed away from the construction areas.

8.0 GENERAL COMMENTS

The soil classifications presented in this report are based upon the data obtained from the soil borings performed at the indicated locations and from any other information discussed in this report. This report does not reflect any variations that may occur across the site. The nature and extent of such variations may not become evident until construction. If variations do occur, the conclusion and recommendations of this report should then be reviewed by an ABC geotechnical engineer in light of the new information.

This report has been prepared for the exclusive use of our client for the specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No other warranties, either expressed or implied, are intended or made. In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report modified or verified in writing by the ABC geotechnical engineer of record.



A. GENERAL NOTES

Drilling and Sampling Symbols



N = Standard penetration, blows per foot of a 140 lbs hammer for 30" drop

RQD = Rock Quality Designation

LL = Liquid Limit PL = Plastic Limit PI = Plasticity Index

Cohesionless Soils

If the sand or silt content of a soil is great enough, the soil becomes non-cohesive or semi-cohesive. The soil classification becomes SAND or SILT with the other soil constituents being modifying.

Based on N-Value

10 to 29 Blows.....Medium Dense

Cohesive Soils

If clay content is sufficient so that clay dominates soil properties, then CLAY becomes the major soil constituent as modifier. Other minor soil constituents may be added according to classification breakdown for cohesion less soils: i.e. silty clay, trace of some sand, trace of gravel.

Based on N-Value

Based on Penetrometer Value

 Below 0.25
 Very Soft
 1.00 to 1.99
 Stiff

 0.25 to 0.49
 Soft
 2.00 to 3.99
 Very Stiff

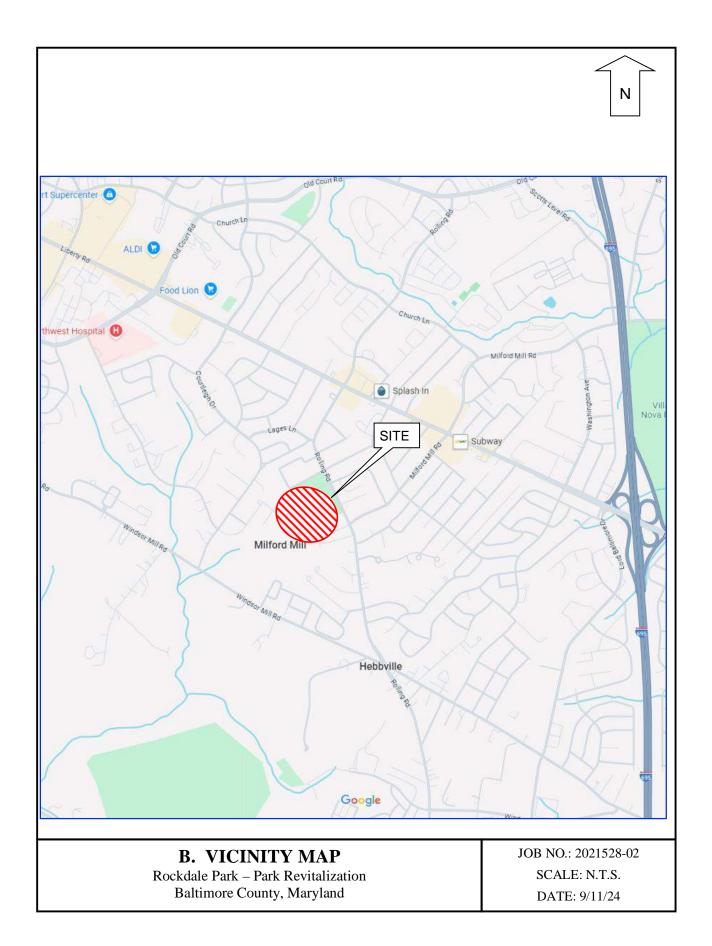
 0.50 to 0.99
 Firm
 Over 4.00
 Hard

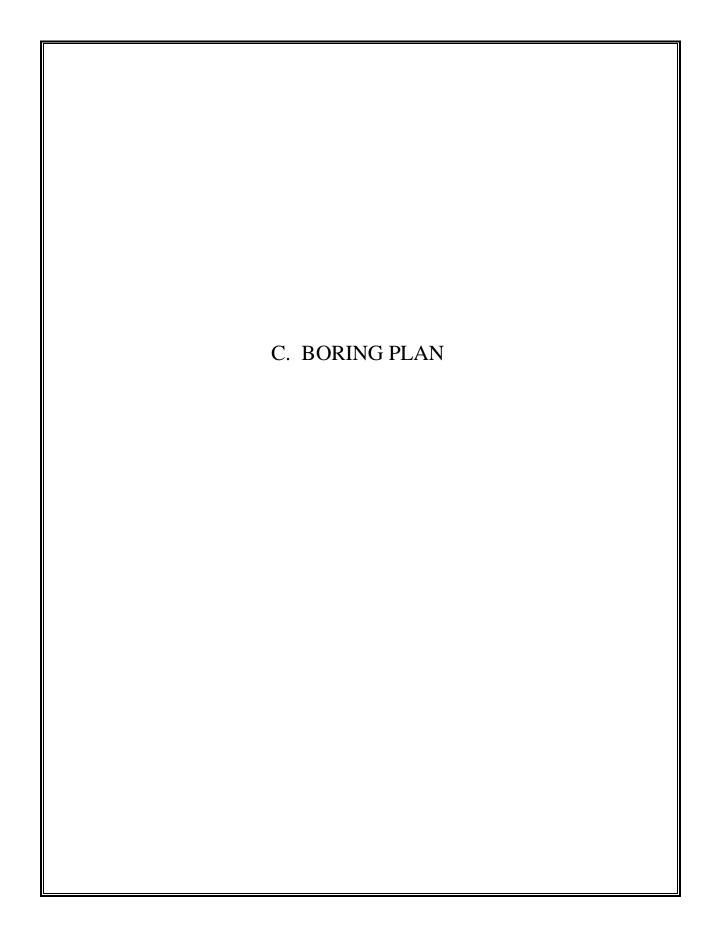
Quantity Modifiers

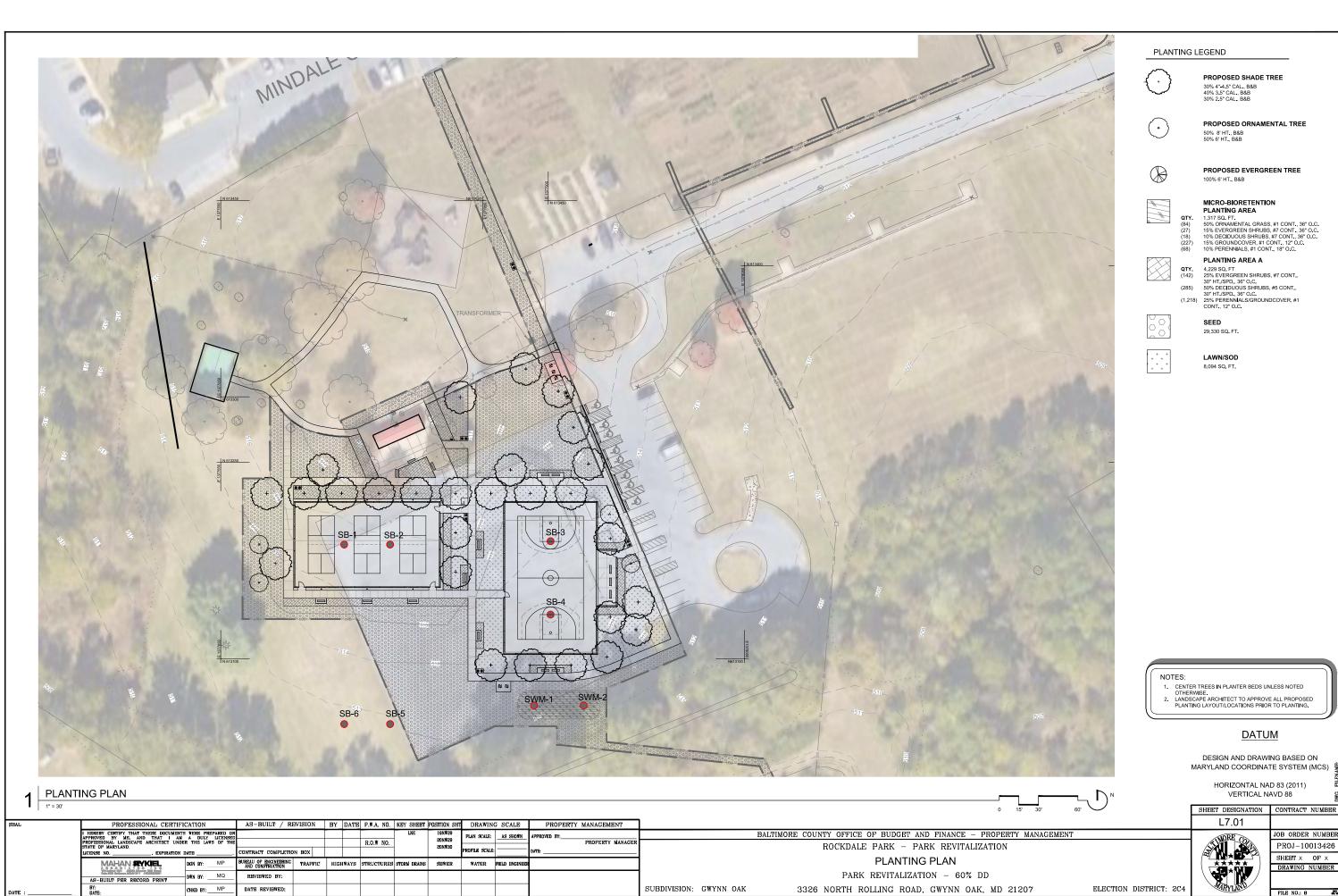
<u>Term</u>	% of Dry Weight
trace	0 to 10
little	11 to 20
some	21 to 35
and/with	36 to 50

Particle Size Identifications

Boulder		Over 8 inch diameter
Cobbles		3 inch to 8 inch
Gravel	Coarse	1 inch to 3 inch
	Medium	\dots 1/2 inch to 1 inch
	Fine	4.75 mm to 1/2 inch
Sand	Coarse	2 mm to 4.75 mm
	Medium	0.425 mm to 2 mm
	Fine	0.075 mm to 0.425 mm
Silt/Clay		Below 0.075 mm







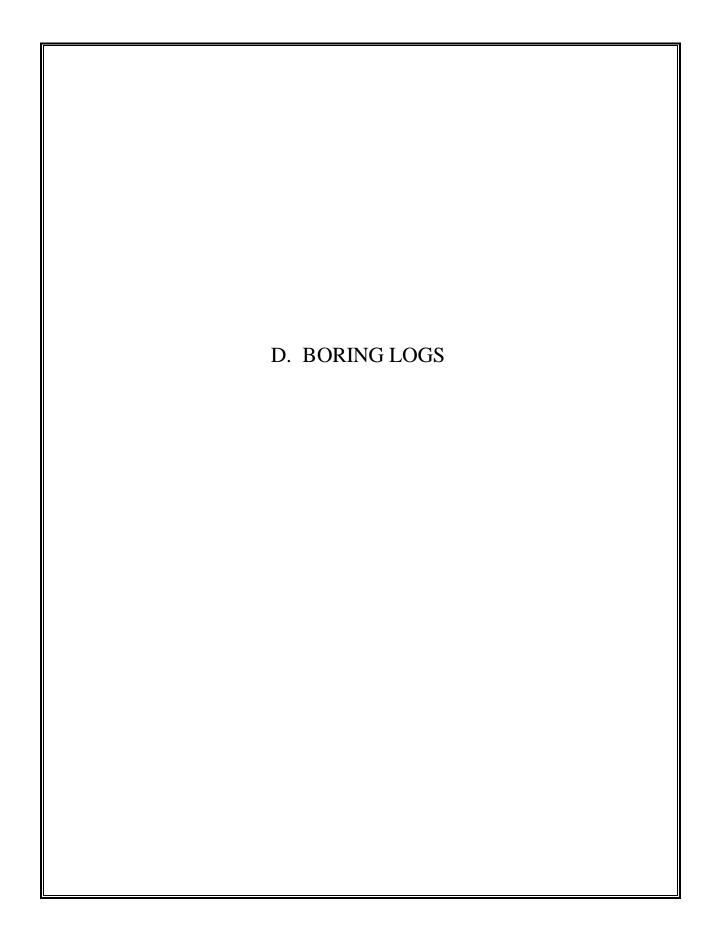
JOB ORDER NUMBER

PROJ-10013426

SHEET X OF X

DRAWING NUMBER

FILE NO.: 8



LOG OF BOREHOLE SB-1 Project No. 2021528-02 Sheet 1 of 1 CLIENT: PROJECT: Rockdale Park Mahan Rykiel Associates Inc ARCHITECT/ENGINEER: SITE: **Baltimore County, Maryland** SAMPLES **TESTS** IN. RECOVERED IN. DRIVEN GRAPHIC LOG DRY DENSITY (PCF) REMARKS/ ADDITIONAL DATA % PASSING #200 SIEVE DEPTH (FT) MOISTURE BLOWS/6" N - VALUE RQD NUMBER Qu (TSF) SURFACE ELEV.: 515.5 ft. 5" Asphalt 0.8 4" Base 514.8 Moist, Firm, Reddish Brown, SANDY CLAY (CL) 5-8-5 1 SS 10/18 23 N=13 56% 512.5 3.0 Moist, Loose to Dense, Reddish Brown and Brown, ELASTIC SILT (MH), with sand 2-2-3 2 SS 18/18 75 100% N=5 7-10-20 3 SS 6/18 41 N = 3033% 3-3-6 4 SS 10/18 39 LL = 62 PL = 34 N=9 56% PI = 28 10.0 505.5 End of Boring @ 10 ft Borehole was backfilled after water level reading 2021528-01 ROCKDALEL PARK.GPJ AB_CONS.GDT 9/12/24 WATER LEVEL OBSERVATIONS 8/15/24 AB Consultants, Inc. FINISHED: 8/15/24 STARTED: WL 9450 Annapolis Road Dry @ Drilling DRILL CO.: ABC DRILL RIG: CME-45 Lanham, MD 20706 WL Dry, Caved-In @ 4 ft 0 hrs WM DRILLER: ASS'T DRILLER: Phone: 301-306-3091 Fax: 301-306-3092 LOGGED BY: APPROVED:

Proj	ject No. 2021528-02	LOG OF BOREHOLE SB-2						Sheet 1 of 1					
CLIE	NT: Mahan Rykiel As	sociates Inc	PROJECT: Deciates Inc Rockda					ckdal	e Pa	ark			
ARC	ARCHITECT/ENGINEER: S					SITE: Baltimore County, Maryland							
					SAMPLES TESTS					TS			
SURF	ACE ELEV.: 516.0 ft.		GRAPHIC LOG	DEPTH (FT)	BLOWS/6" N - VALUE RQD	NUMBER	TYPE	IN. RECOVERED IN. DRIVEN	MOISTURE (%)	DRY DENSITY (PCF)	Qu (TSF)	% PASSING #200 SIEVE	REMARKS/ ADDITIONAL DATA
	4" Asphalt 7" Gravel Base	515.1	1	_									
0.9	Moist, Firm to Very Soft, Reddi SANDY CLAY (CL)	sh Brown,		 	5-6-4 N=10	1	SS	10/18 56%	39				
				- - 5-	2-1-2 N=3	2	SS	18/18 100%	51			60	
6.0	Moist, Medium Dense, Brown, (SM)	SILTY SAND	0/////		1-7-4 N=11	3	SS	10/18 56%	36			27	
10.0		506.0		- - 10-	4-6-9 N=15	4	SS	10/18 56%	50				
	End of Boring @ 10 ft												
BORING LOG AB09 2021528-01 ROCKDALEL PARK.GPJ AB CONS.GDT 9/12/24 A A A A A A A A A	Borehole was backfilled after w	rater level reading											
W 502.4	ATER LEVEL OBSERVATIONS				ıltants, Ir	ıc.	STAI	RTED:	8/15	5/24	FINIS	HED:	8/15/24
WL WL	Dry @ Drilling		9450	Annap	oolis Road D 20706		DRIL	L CO.:	P	ABC	DRILI	RIG:	CME-45
ML WELO	Dry, Caved-In @ 4 ft 0 hrs		Phone	e: 301	-306-3091		DRIL			WM		T DRILLI	ER:
SI I		Fax: 301-306-3092						LOGGED BY: APPROVED:					

LOG OF BOREHOLE SB-3 Project No. 2021528-02 Sheet 1 of 1 CLIENT: PROJECT: Rockdale Park Mahan Rykiel Associates Inc ARCHITECT/ENGINEER: SITE: **Baltimore County, Maryland** SAMPLES **TESTS** IN. RECOVERED IN. DRIVEN GRAPHIC LOG DRY DENSITY (PCF) REMARKS/ ADDITIONAL DATA % PASSING #200 SIEVE DEPTH (FT) MOISTURE BLOWS/6" N - VALUE RQD NUMBER Qu (TSF) SURFACE ELEV .: 514.5 ft. 4.5" Asphalt 0.8 5.5" Gravel Base 513.7 Moist, Firm to Very Soft, Brown, SANDY CLAY 3-5-7 1 SS 18/18 (CL) N=12 100% 2-1-3 2 SS 18/18 100% N=4 Moist, Soft to Very Soft, Brown, SANDY 3-2-3 3 SS 18/18 53 LL = 54 PL = 39 ELASTIC SILT (MH) N=5 100% PI = 15 2-2-1 4 SS 10/18 63 67 N=356% 10.0 End of Boring @ 10 ft Borehole was backfilled after water level reading 1528-01 ROCKDALEL PARK.GPJ AB_CONS.GDT 9/12/24 WATER LEVEL OBSERVATIONS 8/15/24 FINISHED: 8/15/24 AB Consultants, Inc. STARTED: WL 9450 Annapolis Road Dry @ Drilling DRILL CO.: ABC DRILL RIG: CME-45 Lanham, MD 20706 WL Dry, Caved-In @ 3.5 ft0 hrs WM DRILLER: ASS'T DRILLER: Phone: 301-306-3091 Fax: 301-306-3092 LOGGED BY: APPROVED:

LOG OF BOREHOLE SB-4 Project No. 2021528-02 Sheet 1 of 1 CLIENT: PROJECT: Rockdale Park Mahan Rykiel Associates Inc ARCHITECT/ENGINEER: SITE: **Baltimore County, Maryland** SAMPLES **TESTS** IN. RECOVERED IN. DRIVEN GRAPHIC LOG DRY DENSITY (PCF) REMARKS/ ADDITIONAL DATA % PASSING #200 SIEVE DEPTH (FT) MOISTURE BLOWS/6" N - VALUE RQD NUMBER Qu (TSF) SURFACE ELEV .: 514.0 ft. 5" Asphalt 9" Gravel Base 512.8 6-4-3 1 SS 10/18 23 Moist, Firm, Brown, SANDY CLAY (CL) N=7 56% 511.0 Moist, Firm to Soft to Very Soft, Brown, SANDY ELASTIC SILT (MH) 2-2-2 2 SS 18/18 LL = 62 100% PL = 36 N=4 PI = 262-2-2 18/18 3 SS 49 N=4 100% 1-1-2 4 SS 14/18 56 69 N=378% 10.0 End of Boring @ 10 ft Borehole was backfilled after water level reading 2021528-01 ROCKDALEL PARK.GPJ AB_CONS.GDT 9/12/24 WATER LEVEL OBSERVATIONS 8/15/24 AB Consultants, Inc. FINISHED: 8/15/24 STARTED: WL 9450 Annapolis Road Dry @ Drilling DRILL CO.: ABC DRILL RIG: CME-45 Lanham, MD 20706 WL Dry, Caved-In @ 3.5 ft0 hrs WM DRILLER: ASS'T DRILLER: Phone: 301-306-3091 Fax: 301-306-3092 LOGGED BY: APPROVED:

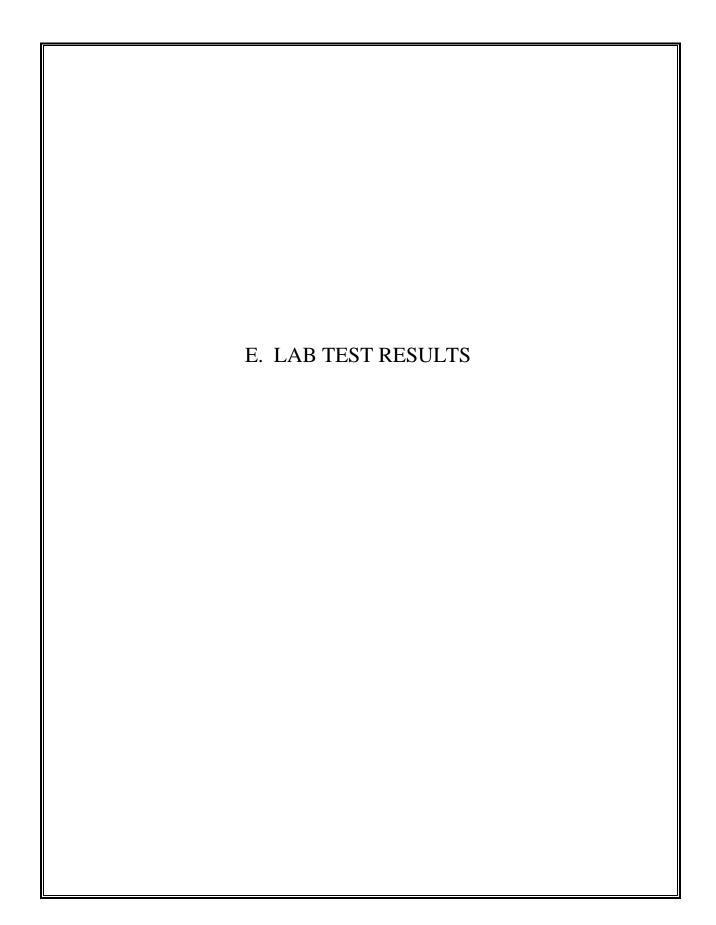
LOG OF BOREHOLE SB-5 Project No. 2021528-02 Sheet 1 of 1 CLIENT: PROJECT: Rockdale Park Mahan Rykiel Associates Inc ARCHITECT/ENGINEER: SITE: **Baltimore County, Maryland** SAMPLES **TESTS** IN. RECOVERED IN. DRIVEN GRAPHIC LOG DRY DENSITY (PCF) REMARKS/ ADDITIONAL DATA % PASSING #200 SIEVE DEPTH (FT) MOISTURE BLOWS/6" N - VALUE RQD NUMBER Qu (TSF) SURFACE ELEV .: 513.0 ft. 0.3 4" Topsoil Moist, Medium Dense, Brown, SANDY SILT (ML) 10-10-8 1 SS 8/18 19 44% N=18 509.5 3.5 Moist, Soft, Reddish Brown, ELASTIC SILT 2-2-2 2 SS 18/18 53 LL = 63 100% PL = 39 N=4 (MH), with sand PI = 242-2-3 3 SS 18/18 52 N=5 100% 2-2-2 4 10/18 63 92 SS N=4 56% 12.0 Moist, Loose, Brown, SANDY SILT (ML) 3-4-4 5 SS 10/18 39 N=8 56% 498.0 15.0 End of Boring @ 15 ft ROCKDALEL PARK.GPJ AB Borehole was backfilled after water level reading WATER LEVEL OBSERVATIONS 7/23/24 AB Consultants, Inc. FINISHED: 7/23/24 STARTED: 9450 Annapolis Road WL Dry @ Drilling DRILL CO.: ABC DRILL RIG: CME-45 Lanham, MD 20706 WL Dry, Caved-In @ 11 ft0 hrs WM DRILLER: ASS'T DRILLER: Phone: 301-306-3091 Fax: 301-306-3092 LOGGED BY: APPROVED:

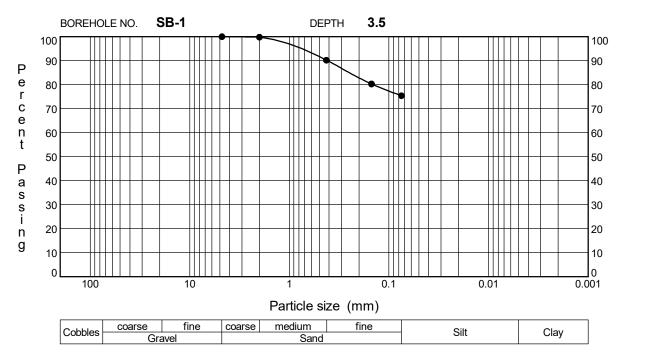
Project No. 2021528-02	LOG OF BOREHOLE SB-6						Sheet 1 of 1				
CLIENT: Mahan Rykiel As	sociates Inc	PROJECT: Rockdale F					e Pa	ark			
ARCHITECT/ENGINEER:		SITE: Baltimore County, I				Maryland					
				MPLES			,	· · · · ·	TES	TS	
SURFACE ELEV.: 513.0 ft.	GRAPHIC LOG	DEPTH (FT)	BLOWS/6" N - VALUE RQD	NUMBER	TYPE	IN. RECOVERED IN. DRIVEN	MOISTURE (%)	DRY DENSITY (PCF)	Qu (TSF)	% PASSING #200 SIEVE	REMARKS/ ADDITIONAL DATA
0.2 2" Topsoil Moist, Medium Dense, Brown, (ML)		-	17-25-1 N=26	1	SS	8/18 44%	11				
Moist, Soft to Very Soft, Reddis Tan, ELASTIC SILT (MH), with	509.5 Sh Brown and sand	5 -	2-2-3 N=5	2	SS	8/18 44%	42			93	
		- - -	WOH/6"-2-3 N=5	3	SS	18/18 100%	43				
		 10 	2-3-4 N=7	4	SS	18/18 100%	56				LL = 57 PL = 41 PI = 16
15.0 15.0	498.0	- - 15-	1-1-2 N=3	5	SS	18/18 100%	66				
End of Boring @ 15 ft											
End of Boring @ 15 ft Borehole was backfilled after w. WATER LEVEL OBSERVATIONS WL Dry @ Drilling WL Dry, Caved-In @ 12.5 f0 hrs	ater level reading										
WATER LEVEL OBSERVATIONS	AB C	Consu	ıltants, In	C.	STAI	RTED:	7/23	3/24	FINIS	HED:	7/23/24
WL Dry @ Drilling	9450 Lanha	Annap am. M	oolis Road D 20706		DRIL	L CO.:	A	ABC	DRILL	RIG:	CME-45
WL Dry, Caved-In @ 12.5 f0 hrs	Phone	e: 301	-306-3091 6-3092		DRIL	LER: GED BY:		WM	ASS'T DRILLER: APPROVED:		

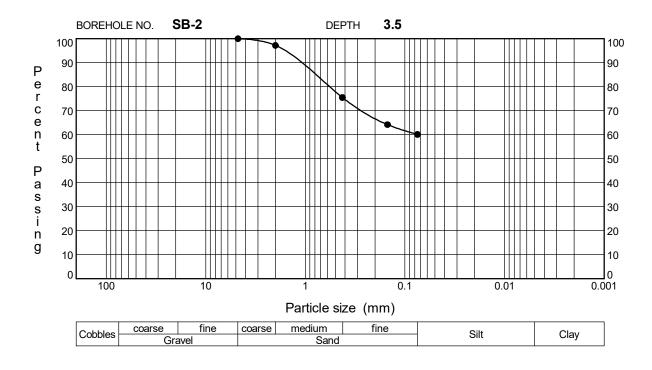
LOG OF BOREHOLE SWM-1 Project No. 2021528-02 Sheet 1 of 1 CLIENT: PROJECT: Rockdale Park Mahan Rykiel Associates Inc ARCHITECT/ENGINEER: SITE: **Baltimore County, Maryland** SAMPLES **TESTS** IN. RECOVERED IN. DRIVEN GRAPHIC LOG DRY DENSITY (PCF) REMARKS/ ADDITIONAL DATA % PASSING #200 SIEVE DEPTH (FT) MOISTURE BLOWS/6" N - VALUE RQD NUMBER Qu (TSF) SURFACE ELEV .: 513.0 ft. 4" Asphalt 1.0 7.5" Base 512.0 Moist, Firm, Brown, SANDY CLAY (CL) 2-3-4 1 SS 10/18 19 N=7 56% 510.0 3.0 Moist to Wet, Loose to Very Loose, Reddish Brown and Brown, ELASTIC SILT (MH), with 2-3-3 2 SS 18/18 47 100% N=6 2-3-3 3 SS 18/18 50 94 N=6 100% 2-1-2 4 SS 8/18 59 LL = 60 PL = 37 N=3 44% PI = 23 ∇ 5 2-3-4 SS 18/18 62 N=7 100% 498.0 15.0 End of Boring @ 15 ft 528-01 ROCKDALEL PARK.GPJ AB Borehole was backfilled after water level reading WATER LEVEL OBSERVATIONS 8/14/24 AB Consultants, Inc. FINISHED: 8/14/24 STARTED: WL 9450 Annapolis Road 13.5 @ Drilling DRILL CO.: ABC DRILL RIG: CME-45 Lanham, MD 20706 WL Dry, Caved-In @ 7 ft 0 hrs WM DRILLER: ASS'T DRILLER: Phone: 301-306-3091 Fax: 301-306-3092 LOGGED BY: APPROVED:

CONS.GDT

Project No. 2021528-02	LOG OF BOREHOLE SWM-2						Sheet 1 of 1					
CLIENT: Mahan Rykiel Ass	sociates Inc		PROJECT: Rockdale Park									
ARCHITECT/ENGINEER:			SITE: Baltimore County, Maryland									
					MPLES		TESTS					
SURFACE ELEV.: 513.0 ft.		GRAPHIC LOG	ОЕРТН (FT)	BLOWS/6" N - VALUE RQD	NUMBER	ТҮРЕ	IN. RECOVERED IN. DRIVEN	MOISTURE (%)	DRY DENSITY (PCF)	Qu (TSF)	% PASSING #200 SIEVE	REMARKS/ ADDITIONAL DATA
0.2 \2" Topsoil	/ 512.8											
Moist, Dense, Brown, SANDY S	SILT (ML) 509.5		- - -	9-16-20 N=36	1	SS	8/18 44%	14				
Moist, Firm, Reddish Brown, SA SILT (MH)	ANDY ELASTIC		5 -	3-4-5 N=9	2	SS	14/18 78%	44				LL = 60 PL = 42 PI = 18
8.0 Moist, Loose to Very Dense, Br	505.0		- - -	3-4-8 N=12	3	SS	18/18 100%	40				
SILT (ML), with rock fragments			10-	4-4-2 N=6	4	SS	8/18 44%	51			50	
Auger and Spoon Refusal @ 12 End of Boring @ 12.5 ft Borehole was backfilled after was		1-1-1-	_	51/1"	5	SS	1/1 100%					
End of Boring @ 12.5 ft Borehole was backfilled after was backfilled af												
WATER LEVEL OBSERVATIONS	A	AB Co	onsu	Itants, In	С.	STAI	RTED:	7/23	3/24	FINIS	HED:	7/23/24
WL Dry @ Drilling	1 94	450 A	Annap	olis Road		DRIL	L CO.:	P	ABC	DRILI	L RIG:	CME-45
WL Dry, Caved-In @ 9.5 ft0 hrs				0 20706 306-3091		DRIL	LER:	\	νM	ASS'	T DRILL	ER:
OK C	Fax: 301-306-3092										APPROVED:	









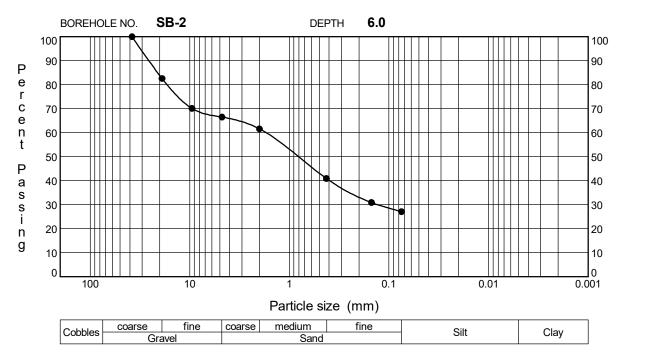
AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

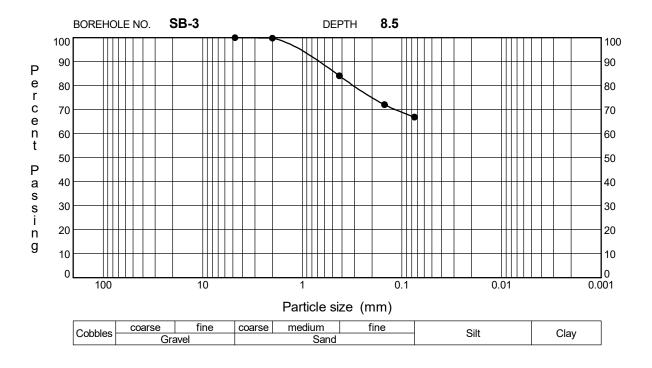
GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

SITE:

Baltimore County, Maryland







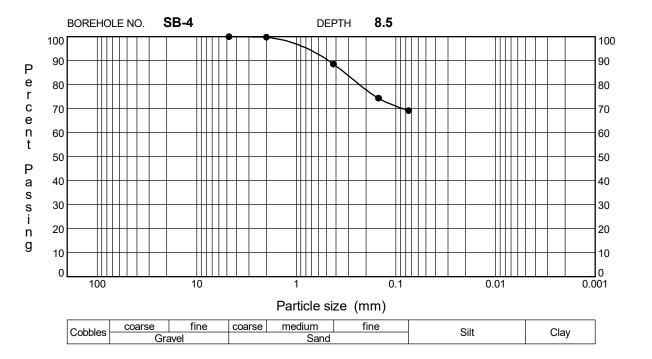
AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

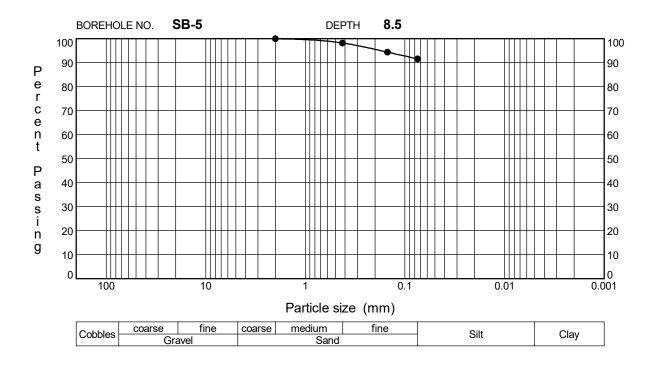
GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

SITE:

Baltimore County, Maryland





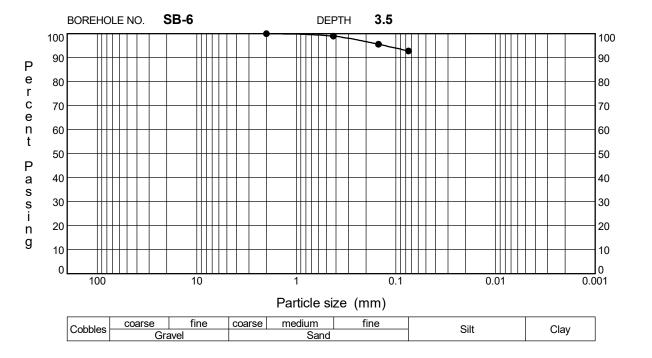


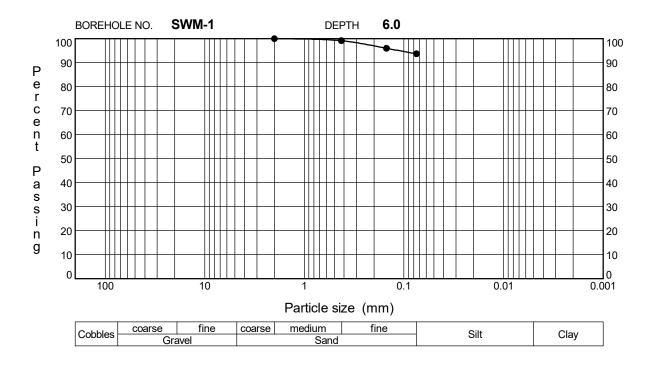
GSD DOUBLE 2021528-01 ROCKDALEL PARK.GPJ AB CONS.GDT 9/11/24

AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park SITE:







AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

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AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Fax: 301-306-3092

Phone: 301-306-3091

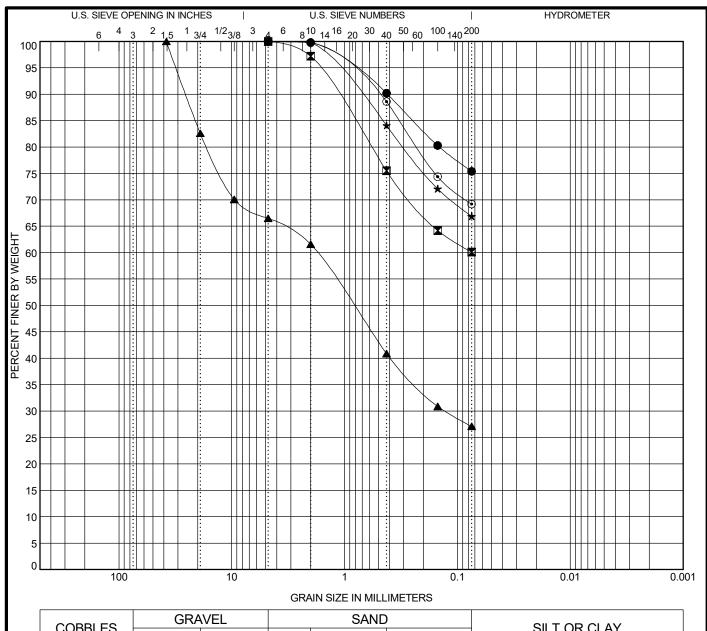
GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

SITE:

Baltimore County, Maryland

GSD DOUBLE 2021528-01 ROCKDALEL PARK.GPJ AB CONS.GDT 9/11/24



COBBLES	GRA	VEL		SAND)	SILT OR CLAY
	coarse	fine	coarse	medium	fine	SILT OR CLAY

ı	S	Specimen Ider	ntification		Cla	assification			LL	PL	PI	Сс	Cu
/24	•	SB-1	3.5										
9/11/24	X	SB-2	3.5										
GDT	•	SB-2	6.0										
ONS.	*	SB-3	8.5										
AB CONS.GDT	⊚	SB-4	8.5										
	S	Specimen Ider	ntification	D100	D60	D50	D30	%Gra	vel 9	%Sand	%Sil	lt %	6Clay
NK.O	•	SB-1	3.5	4.75				0.0		24.6		75.4	
EL P/	X	SB-2	3.5	4.75				0.0		39.9		60.1	
(DALI	•	SB-2	6.0	38	1.774	0.84	0.127	33.5	5	39.4		27.1	
Š	*	SB-3	8.5	4.75				0.0		33.1		66.9	·
8-01 ROCKDALEL PARK.GPJ	•	SB-4	8.5	4.75				0.0		30.8		69.2	

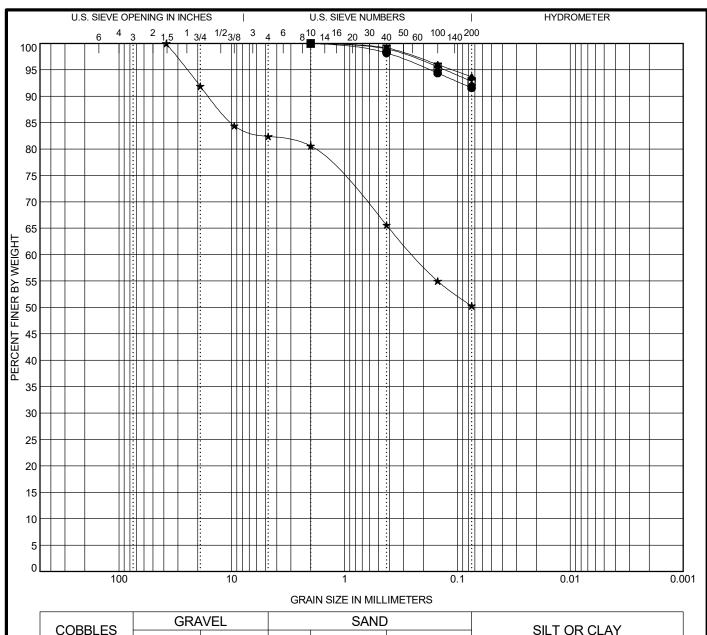


AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

SITE:



COBBLES	GRA	VEL		SAND)	SILT OR CLAY
	coarse	fine	coarse	medium	fine	SILT OR CLAT

3	Specimen Identific	ation		Cl	assification		l	.L PL	PI	Сс	Cu
•	SB-5	8.5									
X	SB-6	3.5									
A	SWM-1	6.0									
*	SWM-2	8.5									
(Specimen Identific	ation	D100	D60	D50	D30	%Gravel	%Sand	%Sil	t %	6Clay
•	SB-5	8.5	2				0.0	8.4		91.6	
X	SB-6	3.5	2				0.0	7.2		92.8	
A	SWM-1	6.0	2				0.0	6.3		93.7	
*	SWM-2	8.5	38	0.245			17.6	32.1		50.3	



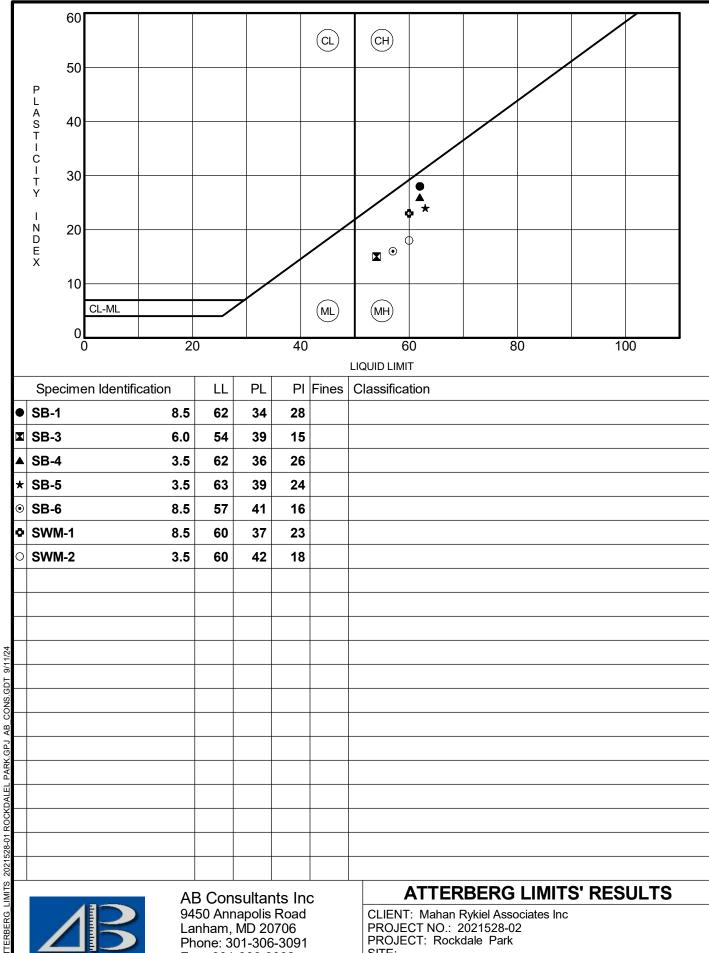
2021528-01 ROCKDALEL PARK.GPJ AB_CONS.GDT 9/11/24

AB Consultants Inc 9450 Annapolis Road Lanham, MD 20706 Phone: 301-306-3091 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

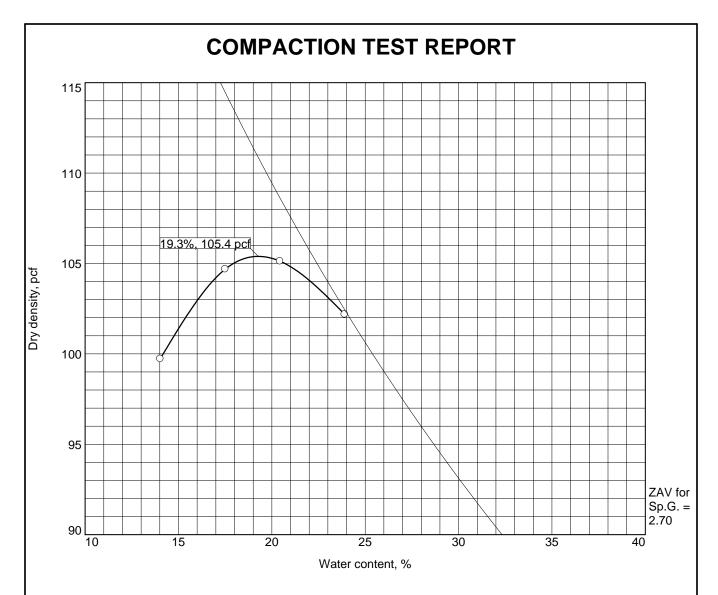
CLIENT: Mahan Rykiel Associates Inc PROJECT NO.: 2021528-02 PROJECT: Rockdale Park

SITE:



Fax: 301-306-3092

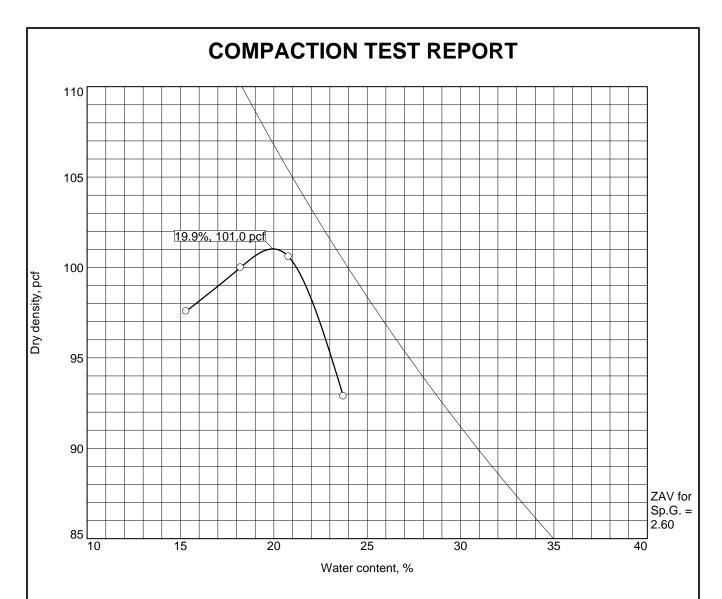
SITE:



Test specification: ASTM D 1557-12 Method A Modified

Elev/	Classif	Nat.	Sp.G.		PI	% >	% <		
Depth	USCS	AASHTO	Moist.	ορ. σ.	LL	FI	#4	No.200	
1 to 6 ft	МН	A-7-6(32)	33.8	2.7	62	28	1.3	84.9	

TEST RESULTS	MATERIAL DESCRIPTION		
Maximum dry density = 105.4 pcf	Reddish brown fat clay with sand		
Optimum moisture = 19.3 %			
Project No. 2021528-00 Client: Mahan Rykiel Associates Inc.	Remarks:		
Project: Rockdale Park			
OLocation: SB-1 Sample Number: Bag			
AB Consultants, Inc.	Figure		



Test specification: ASTM D 1557-12 Method A Modified

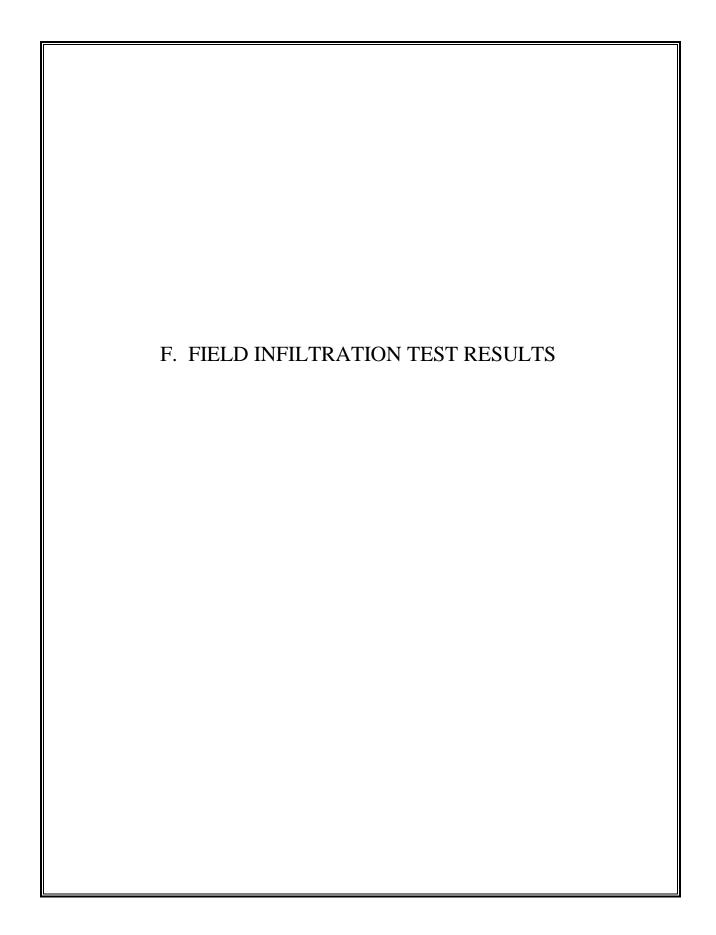
Elev/	Classif	Nat.	Sp.G.		PI	% >	% <		
Depth	USCS	AASHTO	Moist.	ορ. σ.	LL	FI	#4	No.200	
1 to 6 ft	МН	A-7-6(32)	35.8	2.6	62	29	0.6	85.5	

TEST RESULTS	MATERIAL DESCRIPTION		
Maximum dry density = 101.0 pcf	Reddish brown fat clay		
Optimum moisture = 19.9 %			
Project No. 2021528-00 Client: Mahan Rykiel Associates Inc.	Remarks:		
Project: Rockdale Park			
OLocation: SB-3 Sample Number: Bag			
AB Consultants, Inc.	Figure		

Borehole SB-1					T				_		eet 1 of
	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Class- ification	Water Content (%)	Dry Density (pcf)	Satur- ation (%)	Void Ratio
	1.0							23.1			
SB-1	3.5				4.75	75		49.5			
SB-1	6.0							41.1			
SB-1	8.5	62	34	28				39.2			
SB-2	1.0							39.2			
SB-2	3.5				4.75	60		51.1			
SB-2	6.0				38	27		35.7			
SB-2	8.5							49.5			
SB-3	1.0							31.5			
SB-3	3.5							34.6			
SB-3	6.0	54	39	15				52.7			
SB-3	8.5	01		10	4.75	67		63.2			
SB-4	1.0				7.70			23.2			
SB-4	3.5	62	36	26				48.6			
SB-4	6.0	UZ	30	20				49.3			
SB-4	8.5				4.75	69		56.3			
SB-5					4.75	69					
	1.0	00	20	0.4				19.4			
SB-5	3.5	63	39	24				53.2			
SB-5	6.0							52.3			
SB-5	8.5				2	92		63.4			
SB-5	13.5							38.6			
SB-6	1.0							11.3			
SB-6	3.5				2	93		42.2			
SB-6	6.0							43.1			
SB-6	8.5	57	41	16				56.1			
SB-6	13.5							66.3			
SWM-1	1.0							19.0			
SWM-1	3.5							46.8			
SWM-1	6.0				2	94		50.3			
SWM-1	8.5	60	37	23				58.8			
SWM-1	13.5							61.6			
SWM-2	1.0							14.1			
SWM-2	3.5	60	42	18				44.0			
SWM-2	6.0							40.1			
SWM-2	8.5				38	50		51.0			



Summary of Laboratory Results



ON-SITE INFILTRATION TEST

 JOB NO.:
 2021528-02
 DRILLED BY:
 WM

 PROJECT:
 Rockdale Park
 DATE:
 8/14/2024

LOCATION: 8331 Mindale Cir, Windsor Mill, MD 21244

 HOLE NO.:
 SWM-1

 HOLE DEPTH:
 5
 Feet

 HOLE DIAMETER:
 6
 Inch

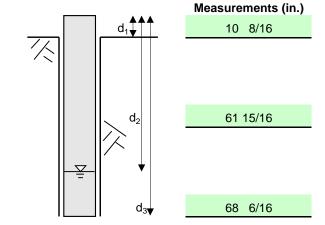
 PRE-SOAK DATE:
 8/14/2024

PIPE DIAMETER: 5"

PIPE MATERIAL: PVC

TESTED BY: TR

TESTED DATE: 8/15/2024



Pre-soak water remaining in the hole: Yes / No Depth: (from bottom) 6 8/16

Time of Reading (Hr : Min)		Time Escaped	Water Level (Below Reference		Drop in Level	Infiltration Rate
Initial	final	(min)	Initial	Final	(in.)	(in./hr)
9:05	10:05	60	44 1/16	45 10/16	1.560	1.56
10:06	11:06	60	44 4/16	45 12/16	1.440	1.44
11:07	12:07	60	44 6/16	45 12/16	1.320	1.32
12:07	1:07	60	44 6/16	45 12/16	1.320	1.32

NOTE: * Reading accuracy to 1/16"

Average of 4-hr Monitoring Period:

Recommended Infiltration Rate:

In./hr
Report Reviewed and Prepared By:

AT

REMARKS:	

ON-SITE INFILTRATION TEST

 JOB NO.:
 2021528-02
 DRILLED BY:
 WM

 PROJECT:
 Rockdale Park
 DATE:
 7/23/2024

LOCATION: 8331 Mindale Cir, Windsor Mill, MD 21244

 HOLE NO.:
 SWM-2

 HOLE DEPTH:
 5
 Feet

 HOLE DIAMETER:
 6
 Inch

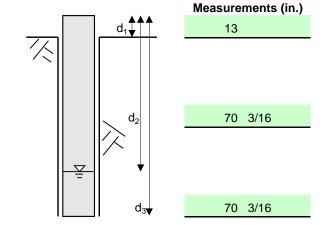
 PRE-SOAK DATE:
 8/14/2024

PIPE DIAMETER: 5"

PIPE MATERIAL: PVC

TESTED BY: TR

TESTED DATE: 8/15/2024



Pre-soak water remaining in the hole: Yes / No Depth: (from bottom) ______0

Time of Reading (Hr : Min)		Time Escaped	Water Level (Below Reference		Drop in Level	Infiltration Rate
Initial	final	(min)	Initial	Final	(in.)	(in./hr)
9:15	10:15	60	45	46 13/16	1.800	1.80
10:15	11:15	60	45 2/16	47 8/16	2.400	2.40
11:16	12:16	60	45 13/16	48 2/16	2.280	2.28
12:17	1:17	60	45 15/16	48 4/16	2.280	2.28

NOTE: * Reading accuracy to 1/16"

Average of 4-hr Monitoring Period:

Recommended Infiltration Rate:

Report Reviewed and Prepared By:

AT

REMARKS:	

SPECIAL PROVISIONS

Builder's Risk Insurance

- A The Contractor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County against loss of damage covered by an "All Risk" Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.
- B. The policies shall be made payable to the County and the Contractor, as their interest may appear, and the policies shall be left in the possession of the Engineer, prior to the start of construction.

SECTION III

Permits



Permit Number: CEN25-000064 **Permit Type:** Commercial Environmental

Sub Type: Grading

Date Issued: 07/07/2025 Expiration Date: 07/06/2027

Property Information

Property Address: 3326 ROLLING RD

City, State, Zip: WINDSOR MILL, MD, 21244

Tax ID: 0202571301

District: 02

Existing Use:

Proposed Use:

Is this property located in a Floodplain: NO

Sprinkler to be Installed?:

Plumbing Work?:

Electrical Work?:

Lot Size and Setbacks

Size:

Set Backs - Front Yard:

Set Backs - Rear Yard:

Set Backs - Right Side Yard:

Set Backs - Left Side Yard:

Owner Information

Owner: BALTIMORE COUNTY MD

Owner Address: 26-SP--2-058, BALTIMORE, MD, 21204

Tenant: Applicant: David Pilachowski

C/2613

E. John Bryan

E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquires



Permit Number: CEN25-000064 Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 07/07/2025 **Expiration Date**: 07/06/2027

Building Permit Contractor

Name of Contractor: TBD

Phone Number:

Address:

City, State, Zip:,,

Is Owner Contractor?:

Building Permit Information

Description of Work: Grade 94,220sf for park improvements. Permit expires two years from date of issue. No construction to begin until pre-construction meeting. Failure to comply will result in penalties. Schedule your pre-construction meeting in your portal

febr

E. John Bryan E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquires.



Permit Number: CEN25-000065 **Permit Type:** Commercial Environmental

Sub Type: Storm Water

Date Issued: 06/25/2025 Expiration Date: 06/24/2027

Property Information

Property Address: 3326 ROLLING RD

City, State, Zip: WINDSOR MILL, MD, 21244

Tax ID: 0202571301

District: 02

Existing Use:

Proposed Use:

Is this property located in a Floodplain: NO

Sprinkler to be Installed?:

Plumbing Work?:

Electrical Work?:

Lot Size and Setbacks

Size:

Set Backs - Front Yard:

Set Backs - Rear Yard:

Set Backs - Right Side Yard:

Set Backs - Left Side Yard:

Owner Information

Owner: BALTIMORE COUNTY MD

Owner Address: 26-SP--2-058, BALTIMORE, MD, 21204

Tenant: Applicant: David Pilachowski

C. Pebr3

E. John Bryan

E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquires



Permit Number: CEN25-000065 Permit Type: Commercial Environmental

Sub Type: Storm Water

Building	Permit	Contra	ctor
-----------------	--------	--------	------

Name of Contractor: TBD

Phone Number:

Address:

City, State, Zip:,,

Is Owner Contractor?:

Building Permit Information

Description of Work: Storm Water Management for 2.8 acres drainage area. Permit expires two years from date of issue. NO CONSTRUCTION TO BEGIN UNTIL PRE-CONSTRUCTION MEETING. FAILURE TO COMPLY WILL RESULT IN PENALTIES. SCHEDULE YOUR PRE-CONSTRUCTION MEETING IN YOUR PORTAL.

C Pete Godunial AICP, Director

E. John Bryan E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquires.

SECTION IV

Proposal

This Section to be Completed by Time of Bid

SECTION-IV PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx: <u>Thursday, October 16, 2025 @ 10:30 a.m. EST.</u>
WebEx Phone Number 1-415-655-0001, Access Code Number 2314 530 9168##.

Begin Work Within Fifteen (15) Days After NOTICE TO PROCEED

Calendar Days for Completion: <u>Three Hundred Seventy-One (371)</u>

Liquidated and Other Damages: FIFTEEN HUNDRED DOLLARS (\$1500.00 PER CALENDAR DAY)

Cost Group <u>"D" (\$1,000,001 to \$2,500,000)</u> (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification)

Work Classification: M1

TO BALTIMORE COUNTY, MARYLAND: The project consists of Community Garden drainage improvements, installation of basketball court and installation of multiple pickleball courts. **Gwynn Oak – District 2c4.**

The following listed Drawing Number(s) are collectively the "Drawings", and are hereby incorporated in the Contract.

 Workday Number
 Drawing Number(s)

 10000865
 2025-1432 thru 1466

A pre-bid meeting will be held on Wednesday, September 24, 2025 at 10:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2312 462 3918##. *Video Conference* – Meeting Number 2312 462 3918 , **Password**: **WNmTMbWi729**, go to https://signin.webex.com/join, or for the WebEx link go to https://signin.webex.com/join, or for the WebEx link go to

NOTE: No successful bidder may withdraw their bid within NINETY (90) days after the opening thereof.

The Contractor hereby declares that it has carefully examined the solicitation, plans and specifications, form of contract, Special Provisions and Drawings (collectively the "Contract Documents"). The Contractor also hereby declares that it has carefully examined the September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Contraction", collectively the "Applicable County Law" and any and all Department of Public Works and Transportation revisions thereto as of the date of advertisement. The Contract Documents, the Applicable County Law and the Department of Public Works and Transportation revisions thereto are collectively the "Specifications" and are incorporated herein. Copies of any and all Department of Public Works and Transportation revisions including but not limited to the General Conditions Building Projects, are available online at www.baltimorecountymd.gov/departments/public-works/standards. Also, the Contractor has, to its satisfaction, examined the locality of the proposed work and agrees to furnish all labor, tools, materials, machinery, equipment, and other means of construction called for in the manner provided in the Specifications for the prices shown on the next page(s) and as evidenced by Contractor's signature on the last page thereof.

SCHEDULE OF PRICES

NOTE: The Bidder shall fill out this Proposal, write in the unit prices in clear numerals, and make the extensions.

For complete information concerning these items, see Specifications and contract forms.

CONTRACT PROPOSAL

Rockdale Park Renovations & Enhancements - 3326 North Rolling Road, Gwynn Oak, Maryland 21244
CONTRACT NUMBER: 25033 GX0
WORKDAY NUMBER: 10000865
JOB ORDER NUMBER: N/A
CALENDAR DAYS: 371

ADDR	CONTRACTOR: ADDRESS: PHONE:					- - -	
BID ITEM	COMM.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	0	0000	ROCKDALE PARK RENOVATIONS & ENHANCEMENTS	LS	1		\$
2	0	0000	ALLOWANCE REMOVAL OF UNSATISFACTORY SOIL & REPLACEMENT WITH SATISFACTORY SOIL MATERIAL	LS	1		\$
			TOTAL COST FOR CONTRACT				\$
			TOTAL COST FOR CONTRACT IN WORDS				-
			OFFICER SIGNATURE	_	TITLE		



Baltimore County Office of Budget & FinanceProperty Management Division

UNIT PRICING SCHEDULE (Spec Section 012220):

Furnish the requested unit price(s), which will be used for Project, where applicable:

LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT RATE
1	Class 3 Soil Excavation & Disposal Off-Site & Replacement with Materials from Contract Export		\$
2	Class 3 Soil Excavation & Disposal Off-Site & Replacement with Select Backfill Material from Off- Site		\$

PROPOSAL AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:	
I am the [title] of [business] authority to make this Affidavit on behalf of myself	and the duly authorized representative (the "Business") and that I possess the legal and the Business for which I am acting.
2. PROPOSAL CERTIFICATION	
THE UNDERSIGNED HEREBY ACKNOWLEDGE (list by number and date):	S receipt of the following Addenda

Accompanying this Proposal is a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid, if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment to Baltimore County of the amount thus determined as liquidated damages in case of default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award.

3. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

4. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (2) Been convicted of any criminal violation of a state or federal antitrust statute;

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above:
- (6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

5. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

7. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, members or partners, nor any of its employees, have in any way:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted:
- (3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

9. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 14- 101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

10. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

Proprietor/Indir Corporations a the State of M Maryland Stat	and Associations Article of the aryland, and that it has file and Department of Assessm	(State) (Corporation), (LLC), (b), that it is registered in action and the Annotated Code of Maryland, that it is ed all of its annual reports, together with ments and Taxation, and that the name ment of Assessments and Taxation is:	ccordance with the in good standing in filing fees, with the
Name: Address:			
,	(If none, so state)		

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

11. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

12. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded of which this affidavit is a part:

- (1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.
- (2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.
- (3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.
- (5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.
- (6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

13. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

14. MINORITY BUSINESS ENTERPRISE AND FEMALE CONTRACTORS

THIS BUSINESS INTENDS to affirmatively seek out and consider minority business enterprises to participate in this contract as subcontractors and/or suppliers of materials and services.

THE UNDERSIGNED UNDERSTANDS AND AGREES: that any and all subcontracting of supplies and services in connection with this contract, whether undertaken before or after award of contract, will be in accordance with the Minority Business Enterprise and Female Contractor requirement included in the Bid Proposal package and incorporated herein as if fully set forth; and

THE UNDERSIGNED ALSO UNDERSTANDS AND AGREES that no subcontracting will be approved until Baltimore County has reviewed and approved the affirmative actions taken by this firm.

15. REQUIREMENTS FOR EXECUTING AFFIDAVIT & PROPOSAL

The Affidavit must be signed in ink in order for the bid to be accepted and that the Proposal must be typewritten or filled out in ink.

THE UNDERSIGNED ALSO UNDERSTANDS that:

Proposals submitted by an INDIVIDUAL must be signed by an individual.

Proposals submitted by a PARTNERSHIP must be signed by the partner who is legally authorized authority to bind the partnership. Attach a copy of the Partnership Agreement and a duly certified resolution evidencing the authority of the partner so signing on behalf of the partnership.

Proposals submitted by a CORPORATION must be signed by a legally authorized officer of the corporation and attested to by the Corporate Secretary. Attach a copy of the Articles of Incorporation, By-Laws and a duly certified Board Resolution evidencing the authority of the officer so signing on behalf of the corporation.

Proposals submitted by a LIMITED LIABILITY COMPANY must be signed by a legally authorized member of the company and attested to. Attach a copy of the Operating Agreement, Articles of Organization and a duly certified resolution evidencing the authority of the member so signing on behalf of the limited liability company.

NOTE: The contractor may file with the County a list of the names of those officers, partners or members, as applicable, having legal authority to execute documents on behalf of and legally bind the contractor, duly certified, as applicable and legally required, together with the aforesaid corporate documents, which shall remain in full force and effect until such time as the County Department of Public Works and Transportation, Construction Contract Administration is advised in writing to the contrary.

16. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS/ATTEST:		
	By:	
	Name:	
Date:	Title:	
	(Authorized Representative and Affiant)	

	BID BOND		
Principal	Business A	Address of Principal	
	Obligee:	BALTIMORE COUNTY	/ MARYLAND
Surety	Obligee.	A body corporate	•
A Corporation of the State of	and authorized to d	o business in Maryland	
Five Percent of Bid Amount Penal Sum of Bond [shall be determined pursuant to lates	et revised Specification / (\$ 3.P. 2.07 (2000 Ed.)]	5% of Bid
Rockdale Park Renovations & Enhancements Contract Name	Aronosa oposinoadon / C	5.1 . 2.07 (2000 Ed.)]	
25033 GX0 Contract Number/Proposal Item Number	_		
KNOW ALL MEN BY THESE PRESENTS, that we, th in the State of Maryland, are held and firmly bound unto the payment of which sum well and truly to be made, we bind severally, firmly by these presents.	ne Obligee, above named	, in the penal sum of the a	mount stated above, for the
THE CONDITION OF THIS OBLIGATION is such that matters required before award or if the aforesaid Principal deliver to the Obligee a formal contract and good and suff obligation to be void; otherwise the Principal and Surety w liquidated damages.	is awarded the contract, icient payment and perfo	the said Principal will, with mance bonds in the form	nin the time required, execute and provided by the Obligee, then, this
THE SURETY FURTHER GUARANTEES No Proposal Proposal in the form of either a certified check, bank cash The Bid Bond must be executed by a Surety that is, as of A.M. Best Company, (c) on federal funded projects, author Circular 570, as amended, to guaranty the amount of the must guaranty payment to the County of liquidated damag (5%) percent of the Bidder's Bid amount, (b) if two or more Bidder's Bid amount and the next lowest Bid amount, subjoint the Bidder's Bid amount. This Bid Bond is required in completely, with each of the requirements set forth under	ier's check or a Bid Bond the date of the Bid: (a) lic rized by the underwriting Bid, and (d) in good stancy ges as follows: (a) if only ge Bids are received, the glect to the limitation that it lase the successful Bidder	on the form provided there ensed in the State of Mary limitation contained in the ding as determined by the pone Bid is received, the guuaranteed payment shall be guaranteed payment no	ein or an exact facsimile thereof. Vland, (b) rated "B" or better by the U.S. Department of the Treasury County's Engineer. The Bid Bond aranteed payment shall be five be the difference between the of the greater than five (5%) percent
Date IN WITNESS WHEREOF, the above-bounded parties name and corporate seal of each corporate party being he to authority of its governing body.			
In Presence of:		Individual Principal	
Witness:	as to:		(SEAL)
Print Name:	Print Name	:	
		Corporate Principal	
In Presence of:		Name of Corporation)	
Witness:	By:	, ,	
Print Name:	Print Nam	e:	(SEAL)
	Title:		·
		Surety	
Position 1		(Name of Surety)	
Witness: Print Name:			
rincidanie.	FIIII Name:		Corporate

Title: _____ Seal

BALTIMORE COUNTY PREVAILING WAGE AND LOCAL HIRING

<u>AFFIDAVIT</u>

(Project Name)				
Proposal No.: Project No.:				
On behalf of (Contractor)	, I do solemnly declare and affirm,			
under penalty of perjury, that to the best of my k	nowledge, information, and belief:			
and § 10-2-507 regarding the prevailing wage prevailing wage guidelines located at (Prevailing	fordance with Baltimore County Code § 10-2-506 and local hiring laws and requirements of the g Wage and Local Hire Laws), and acknowledge f said law, as amended, and have a continuing changes to the law.			
and/or hiring of local employees for capital improvage and/or local hiring laws of Baltimore documentation relating to the same will be accumented on an ongoing basis, and will reflect the subcontractors, apprentices, and independent (contract n um be r	ce information relating to payroll documentation overment contracts that are subject to the prevailing County. I further attest and certify that all trate and complete and will remain accurate and the payroll and/or local hiring status of contractors contractors performing work for the Contraction————————————————————————————————————			
supervises the payment of employees. I unders prevailing wages and/or local hiring required b	or agent of the Contractor or subcontractor who tand and agree that all documentation related to y law shall be submitted to Baltimore County's fore any surety is released or final payment due			
employees offor work perf	eve personal knowledge of the wages paid to all formed on the Contract and of all of the hours the Contractor and assume responsibility for my			
5. I further certify and attest that comply with prevailing wage rates set by the Sta and are a part of the bid documents and Contract comply with applicable local hiring requirements	te of Maryland as the same apply to the Contract, and thatwill			

2-507 of the Baltimore County Code,	will make best efforts to ensure at least 51% of the new hires made for the Contract,
	ract is subject to prevailing wage requirements, no or indirectly, from any wages paid in connection with y law.
· · · · · · · · · · · · · · · · · · ·	e Contract and if the Contract is subject to prevailing the County through its electronic compliance system Local Hire Unit.
· · · · · · · · · · · · · · · · · · ·	ct, I will provide a list of subcontractors who will the agency and the Prevailing Wage and Local Hire d.gov.
has been issued to the Prevailing Wage and L The Employment Analysis will include how	persed by the County until an Employment Analysis local Hire Unit in compliance with the local hire law. many jobs will be required to complete the project; to complete the project, and how many of those jobs
	Contractor/Bidder/Offeror
	By
	Printed Name
	Printed Title
	Date
	Phone
	License Number
	Business Email

BALTIMORE COUNTY, MARYLAND

Prevailing Wage and Local Hiring Contract Requirements and Policies

The Contractor and all Subcontractors must comply with the Prevailing Wage and Local Hiring Laws, contained in Baltimore County Code § 10-2-506 and § 10-2-507, respectively, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the prevailing wage established by the State of Maryland (the "State") Department of Labor for state funded construction contracts in the County at the time of award. These rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the State's Apprenticeship and Training Council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provisions:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor or subcontractor on a capital improvement project with a value of over \$300,000 or a County-subsidized capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open-end agreements, capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Baltimore County Code § 10-2-310(e); entered into as a joint or cooperative purchase; or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for Capital Improvement contracts and Capital Projects under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland Department of Labor and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State's Department of Labor; the prevailing wage rates in effect on the date a solicitation is issued and will apply throughout the term of a contract resulting from that solicitation. Contractor or subcontractors may NOT split or subdivide a capital improvement contract, pay an employee through a third party, treat an employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage law; or employ an individual classified as a helper or trainee to perform direct and measurable work on a capital improvement contract.

- 2. Pay employees at a rate equal to or more than the prevailing wage rate currently in effect for the type of workperformed.
- 3. Pay employees overtime for work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.
- 4. Classify employees in their proper work classification in conformance with the schedule established by the State's Department of Labor.
- 5. May only make fair and reasonable deductions that are (a) required by law; (b) authorized in a written agreement between an employee and contractor or subcontractor signed at the beginning of employment (any deductions taken from employee paychecks including healthcare, pension, 401K, IRA, etc., child/spouse support, or tax levies); and submitted by the contractor or subcontractor to the Director of the County's Prevailing Wage Program; or required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.

Electronically submit a certified copy of payroll records through the <u>County's designated certified payroll and compliance system</u> within 14 days after the end of payroll week ending date, to verify that Prevailing Wage rates have been paid to employees.

- 6. Backup documentation may be required upon demand from the County to be submitted for all 3rd party benefits being claimed, to include, but not limited to: *one month's healthcare transmittal showing employee name and amount company pays on their behalf, company vacation/sick policy, etc. or if Union, a Union transmittal for one month in which work has been performed*.
- 7. Retain records for a period of five (5) years after the work is completed and permit the Director of the County Prevailing Wage Program, or his/her designee, to inspect the payroll records at a reasonable time and as often as necessary.
- 8. Payroll records shall contain a statement signed by the contractor or subcontractor (including tiered subcontractors) certifying that the payroll records are complete and correct; the wage rates are not less than required by the Prevailing Wage Law; and the rate of pay and classification for each employee accurately reflects the work the employee performed.
- 9. All payroll records shall include the name, address, telephone number and email address of the contractor or subcontractor; the name and location of the job; and each employee's name, current address, unless previously reported; specific work classification; daily basic time and overtime hours; total basic time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages, and any deductions taken from employees' paychecks including, but not limited to, healthcare, pension/401K/IRA. Late submission of copies of any payroll records may be deemed deficient by the County until the required records are provided, and the County may postpone processing payments due under the Contract or under an agreement to finance the Contract.

- 10. Submit to random or regular audits and investigation of any complaint of a violation of the County's Prevailing Wage and Local Hiring Laws and requirements.
- 11. Make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Baltimore County residents.
- 12. Submit monthly reports to the Director of the County's Prevailing Wage Unit relating to local hiring with respect to capital improvement contracts over \$300,00 or County-subsidized capital construction projects receiving assistance over \$5,000,000, that includes (a) the number of new hires needed for the contract or project, (b) the number of County residents hired during the reporting period, (c) the total number of all employees hired during the contract period, (d) best efforts made to fill open positions with County residents, and(e) 5) for new hires: name, last four (4) digits of the social security number, job title, hire date, address and referral source.
- 13. Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hire as a condition of award.
- 14. In the event the County determines that a provision of the Prevailing Wage and/or Local Hire Law has been violated, the County shall issue a written decision, including appropriate sanctions, and may withhold payment due the Contractor in an amount sufficient to pay each employee of the Contractor or any subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of the Contractor for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County. The Contractor may appeal a written decision of the Director of the County's Prevailing Wage Unit that the Contractor violated a provision of the Prevailing Wage and/or Local Hire Law, to the Office of Administrative Hearings ("OAH"), within ten (10) working days after receiving a copyof the decision. OAH will conduct a hearing upon the receipt of a timely appeal. If no appeal, the decision of the Director of the County's Prevailing Wage Unit or his/her designee becomes final. A Contractor who is found to have violated the provisions of the Prevailing Wage or Local Hiring Laws intentionally, may not be awarded a County contract or work on any County project for a period of one year from the date of the OAH determination.
- 15. May not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
- 16. An aggrieved employee is a third-party beneficiary of the Contract and may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.
- 17. Each Contract subject to the Prevailing Wage and Local Hire Laws may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage and Local Law. Liquidated damages are:
 - a. \$10 for each calendar day that the payroll records are late (payrolls are to be submitted no later than 14 days after the week ending date shown on Certified Payroll Record CPR);
 \$20 for each day that an employee is misclassified and/or paid less than the prevailing

- wage rate; and a civil penalty of \$50 per violation of the requirement to post the prevailing wage rates at the work site.
- b. \$50 per month for each month the Local Hire report is not submitted by the last day of the existing month due.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate from, in addition to, and not in lieu of, any remedies available and set forth in the Contract, or at law, for other breaches or defaults under the Contract.

- 18. Where the initial Contract Sum is \$300,000 or below, but it is subsequently increased and exceeds \$300,000 due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed \$300,000 is subject to the Prevailing Wage and Local Hiring Laws.
- 19. The Contractor and all subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
- 20. A contract may include the actual cost of health and dental insurance, pension or retirement plan, paid time off such as vacation or sick days and life insurance. In calculating the cost per hour, divide the annual cost of benefits by 2,080 hours for each employee. Other benefits such as the use of a company vehicle, cell phones, lodging reimbursement, company owned tools may not be credited towards the fringe benefit amount.
- 21. All apprentices must be registered with the Maryland Apprenticeship and Training Council, V.A., or US DOL as well as be currently enrolled in, and attending appropriate classes, to which is considered "actively enrolled". Only actively enrolled apprentices may be employed on the project at the apprentice prevailing wage rate.

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BALTIMORE COUNTY PREVAILING WAGE RATES BUILDING CONSTRUCTION

Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BALANCING TECHNICIAN	AD	\$47.92		\$24.44
BRICKLAYER	AD	\$37.50		\$14.78
CARPENTER	AD	\$34.41		\$14.49
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$34.41		\$14.49
CARPET LAYER	AD	\$34.12		\$14.86
CEMENT MASON	AD	\$25.00	510	\$1.94
COMMUNICATION INSTALLER TECHNICIAN	AD	\$36.37		\$12.89
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$34.41		\$14.49
ELECTRICIAN	AD	\$47.13		\$21.94
ELEVATOR MECHANIC	AD	\$56.36		\$45.50
FIRESTOPPER	AD	\$29.81		\$10.08
GLAZIER	AD	\$35.60		\$14.41
INSULATION WORKER	AD	\$40.02		\$19.92
IRONWORKER - FENCE ERECTOR	AD	\$40.02		\$19.92
IRONWORKER - ORNAMENTAL	AD	\$31.17	510	\$24.38
IRONWORKER - REINFORCING	AD	\$29.20	510	\$23.57
IRONWORKER - STRUCTURAL	AD	\$33.12		\$25.63
LABORER - AIR TOOL OPERATOR	AD	\$24.46		\$9.69
LABORER - ASPHALT PAVER	AD	\$24.46		\$9.69
LABORER - ASPHALT RAKER	AD	\$22.63		\$4.88
LABORER - BLASTER - DYNAMITE	AD	\$24.46		\$9.69
LABORER - BURNER	AD	\$24.46		\$9.69
LABORER - COMMON	AD	\$22.63		\$4.88
LABORER - CONCRETE PUDDLER	AD	\$22.63		\$4.88
LABORER - CONCRETE SURFACER	AD	\$24.46		\$9.69
LABORER - CONCRETE TENDER	AD	\$22.63		\$4.88
LABORER - CONCRETE VIBRATOR	AD	\$22.63		\$4.88
LABORER - DENSITY GAUGE	AD	\$22.63		\$4.88
LABORER - FIREPROOFER - MIXER	AD	\$22.63		\$4.88
LABORER - FLAGGER	AD	\$22.63		\$4.88
LABORER - GRADE CHECKER	AD	\$22.63		\$4.88
LABORER - HAND ROLLER	AD	\$22.63		\$4.88
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$24.46		\$9.69
LABORER - JACKHAMMER	AD	\$22.63		\$4.88
LABORER - LANDSCAPING	AD	\$22.63		\$4.88
LABORER - LAYOUT	AD	\$22.63		\$4.88
LABORER - LUTEMAN	AD	\$22.63		\$4.88
LABORER - MASON TENDER	AD	\$24.46		\$9.69
LABORER - MORTAR MIXER	AD	\$22.63		\$4.88
LABORER - PIPELAYER	AD	\$24.46		\$9.69
LABORER - PLASTERER - HANDLER	AD	\$22.63		\$4.88
LABORER - SCAFFOLD BUILDER	AD	\$24.46		\$9.69
LABORER - TAMPER	AD	\$22.63		\$4.88
MECHANICAL SYSTEMS SERVICE TECH - ELECTRICAL SYSTEMS	AD	\$46.21	510	\$24.90

25033 GXU BUILDING CONSTR	OCTION			
MECHANICAL SYSTEMS SERVICE TECH-HVAC SYSTEMS	AD	\$46.21		\$24.90
MECHANICAL SYSTEMS SERVICE TECH-PLUMBING SYSTEMS	AD	\$46.21		\$24.90
MECHANICAL SYSTEMS SERVICE TECH - REFRIGERATION SYSTEMS	AD	\$52.27	003	\$24.58
MILLWRIGHT	AD	\$38.61		\$17.21
PAINTER	AD	\$28.55		\$11.87
PAINTER-INDUSTRIAL	AD	\$35.55		\$15.28
PILEDRIVER	AD	\$36.60		\$16.78
PLUMBER	AD	\$46.21		\$24.90
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.00	510	\$13.55
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$32.23	510	\$14.62
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$44.35		\$0.00
POWER EQUIPMENT OPERATOR - CRANE	AD	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$33.16		\$14.15
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$34.00	510	\$13.55
POWER EQUIPMENT OPERATOR - GRADER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50		\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$36.24		\$14.62
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$30.58	510	\$13.55
POWER EQUIPMENT OPERATOR - PAVER	AD	\$32.10	510	\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$32.10	510	\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$28.60		\$14.62
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00	510	\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$32.23		\$14.62
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$37.50		\$14.85
RESILIENT FLOOR	AD	\$34.12		\$14.86
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$47.92		\$24.44
SPRINKLERFITTER	AD	\$42.32	510	\$26.05
SPRINKLERFITTER/PIPEFITTER	AD	\$46.21		\$24.90
STONE MASON	AD	\$44.30	510	\$21.22
TILE & TERRAZZO FINISHER	AD	\$28.09		\$12.59
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$14.24
TRUCK DRIVER - DUMP	AD	\$17.64	510	\$1.92
TRUCK DRIVER - FLATBED	AD	\$20.94		\$7.63
TRUCK DRIVER - LOWBOY	AD	\$29.68	510	\$10.51
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$27.35	510	\$8.97

BALTIMORE COUNTY, MARYLAND

USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES

IN COUNTY CONTRACTS

MWBE Plan Package



Division of Diversity, Equity and Inclusion
The Jefferson Building
105 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3407

www.baltimorecountymd.gov/go/mwbe



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2022-005 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

(A)(l) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(l) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.

(2) This list shall include all subcontractors (both MWBE and non-MWBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

If the solicitation includes a MWBE subcontracting goal, you MUST demonstrate "Good Faith" effort either by:

- 1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MWBE subcontractor.

OF

- 2. If you are unable to meet any portion of the goal, you MUST do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
 - b. If you are requesting a full waiver, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM C listing all subcontractors, FORM D and FORM E accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.
 - c. All Forms must be completed and signed. FORM C and FORM D MUST be completed and properly signed by both the Prime AND the MWBE subcontractor(s).

NOTE: The MWBE subcontracting goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MWBE subcontracting goal set in the solicitation. The MWBE primes that wish to count towards the goal must list themselves on all appropriate forms.

12/2023

BALTIMORE COUNTY, MARYLAND MWBE PARTICIPATION SUMMARY

<u>Executive Order</u>: Minority Business Enterprises and Women Business Enterprises (MWBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MWBE participation in County contracts. The December 6, 2022 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

Each Contract: The County shall establish a minimum MWBE participation amount for each contract, as applicable.

<u>Bidder/Offeror Responsibility</u>: The bidder/offeror shall ensure that MWBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/offerors shall ensure that MWBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

Mobilization Payments: For subcontractors, project start-up costs can also be significant. A subcontractor that has limited resources and access to credit may find that start-up expenses inhibit its ability to bid County contracts. Under circumstances where mobilization payments are approved for the prime contractor, the subcontractor should be paid an amount equal to their participation percentage no later than five (5) business days before they are required to mobilize to perform the contracted work.

Mobilization costs represent pre-contract costs incurred by a contractor to prepare a job site before the actual commencement of the contract. These costs can include movement of personnel and equipment to the project site and for the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work.

APPROVED MWBE LISTINGS

Published compilations of approved and certified MWBE, contractors, subcontractors, material suppliers, etc. include:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):

https://marylandmdbe.mdbecert.com

MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:

https://baltimorecity.diversitycompliance.com

BIDDER/OFFEROR'S ACTIONS

Seeking Firms:

The bidder/offeror will seek commitments by subcontract or otherwise from MWBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MWBE participation goal for the County contract. However a MWBE Prime that affirms its MWBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies:

A bidder/offeror may count toward its MWBE contract requirements all expenditures for materials and supplies obtained from MWBE suppliers and manufacturers, provided that the MWBE firm is furnishing and installing the materials and is certified to perform these services. If the MWBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MWBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in the Percent of Total Contract field of Form B Subcontractor Participation Schedule.

MWBE PARTICIPATION SUMMARY

<u>Information to be supplied</u>: All bidder/offerors shall submit the following information to the County at the time of bid submission:

- 1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Office.
- 2. The following forms shall be completed and submitted:
 - Certified MWBE Utilization and Fair Solicitation Affidavit (<u>Form A):</u> from among those names appearing in the Approved MWBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation MBE Advisory Committee);
 - A Subcontractor Participation Schedule (<u>Form B</u>) completed by the prime contractor for each MWBE listed on the Form
 - A MWBE Prime Participation Schedule (Form B-Prime) completed by a MWBE prime contractor if the firm wishes to self-perform up to 50% of the MBE/WBE goal.
 - A MWBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MWBE firm for each MWBE listed on the Form. Form C <u>must match</u> what is stated on Form B.
 - If applicable, MWBE Subcontractor Unavailable Certificate (Form D) completed and signed by the prime contractor and MWBE for each MWBE listed on the Form.
- 3. If applicable, MWBE Outreach Efforts Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
- 4. For DPW contracts, if the bidder/offeror intends to fulfill the MWBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MWBE participation. If a bidder/offeror intends to use a MWBE joint venture as a subcontractor to meet its MWBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
- 5. If the bidder/offeror's proposed MWBE participation does not meet the MWBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

<u>Returning Records</u>: The bidder/offeror must keep such records as are necessary to determine compliance with its MWBE utilization requirements:

- 1. The MWBE and non-minority contractors, type of work being performed, actual values of work and services.
- 2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MWBE services for the contract.
- 3. All prime contractors and MWBE sub-contractors are required to report monthly, by the 10th of each month, to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MWBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MWBE. In the event you are not able to enter your payments in PRiSM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or cancelled checks).

<u>Retaining Records</u>: All MWBE records must be retained for <u>3 years</u> following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

<u>Investigation and Notification:</u> Whenever the County believes the bidder/offeror, contractor, or any subcontractor may not be operating in compliance with the MWBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offeror, contractor, or any subcontractor is not in compliance with the MWBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

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BALTIMORE COUNTY, MARYLAND MWBE PARTICIPATION SUMMARY

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MWBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/ offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/ offeror must submit the following information at the time bids are due:

- 1. The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:
- 2. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MWBE; and
- 3. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

<u>Bid Rejection</u>: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MWBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

<u>Liquidated Damages</u> If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MWBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MWBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

<u>Contract Breach</u>: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MWBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

<u>Approval Required for Changes</u>: Any and all changes to the MWBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

<u>Cooperation in Reviews</u>: The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MWBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MWBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MWBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HE	EREBY A	AFFIRM THAT:			
	I am the				uthorized representative of the legal authority to make this
Affi	davit on	behalf of myself and th	ne Business for which I an	n acting.	the legal authority to make this
B.	AFFIR	MATION REGARD	ING MINORITY AND V	WOMEN PARTICIPA	ATION
I FU	RTHER	AFFIRM THAT:			
wor		vare that, pursuant to the meanings indicated.		cutive Order of Baltimo	re County, Maryland, the following
who	one or mo	ore minority group mer least 51% ownership	nbers (African American,	, Hispanic American, A y group members have	at is owned, operated and controlled sian American, or Native American) operational and managerial control,
•	ne or mo	re women who have at	least 51% ownership and i mensurate with their percentage.	in which the women hav	nat is owned, operated and controlled to operational and managerial control,
		Maryland State Depar	rtment of Transportation (MDOT)#	
			•		
			ion:		
		total of %), eac			% minorities and% women (for a crol, interest in capital and earnings
		% Africar % Asian A	n American % I American % I	Hispanic American Native American	% Women % Disadvantaged (DBE)
	MW		e must be stated on the I		oal with its own workforce. PATION SCHEDULE (FORM B-
	The properties and the properties are the propert	rime anticipates does rements, of which it ar	s not anticipate utilizing uticipates will be	g subcontractors for% will	% of the work of the contract be WBEs.
OF '					RJURY THAT THE CONTENTS WLEDGE, INFORMATION, AND
			By:		
PB04	10		(Authorized l	Representative and Affi	ant's Name and Title) Revised 12/2024

BALTIMORE COUNTY, MARYLAND Certified MWBE Utilization and Fair Solicitation Affidavit (FORM A)

*This document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD. I acknowledge the goal for solicitation # is a minimum of _____%. This goal must be met by any combination of the MWBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MWBE subcontractors. The goal breakdown is as follows: o % Minority/Women Prime _____ % for certified MBE-owned businesses and/or % for certified WBE-owned businesses. I have made a good-faith effort to achieve this MWBE solicitation requirement. If awarded the contract, I will comply with this MWBE contract requirement and will continue to use my best efforts to increase MWBE participation during the contract term. PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3) 1 Prime has met the MWBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors 2 After having made a good-faith effort to achieve the MWBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors I request a partial waiver and will meet the following MWBE participation goals: Partial waiver of MWBE subcontract participation: o % Minority/Women Prime % for certified MBE-owned businesses and/or
% for certified WBE-owned businesses. After having made a good faith effort to achieve the MWBE requirements for this contract, the Prime is 3 unable to achieve the requirements and/or sub requirements for this contract. I submit the MWBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

BALTIMORE COUNTY, MARYLAND Certified MWBE Utilization and Fair Solicitation Affidavit (FORM A)

- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
 - a. Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - b. Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - i. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - ii. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - iii. Responses from MWBE firms contacted to fulfill the goal.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- Subcontractor Participation Schedule (Form B)
- *MWBE Subcontractor Disclosure and Participation Statement* (Form C)
- *MWBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MWBE Outreach Efforts Compliance Statement* (Form E) (if applicable)

I acknowledge that the MWBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MWBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MWBE subcontractors were provided the same information and amount of time to respond, as were non-MWBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MWBE subcontractors at a competitive disadvantage to non-MWBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name	Phone Number
Biddel/Offeror Paine	Thone Number
Address	Affiant Signature
Address (continued)	Printed Name & Title
E-mail address	Date

BALTIMORE COUNTY, MARYLAND SUBCONTRACTOR PARTICIPATION SCHEDULE (FORM B)

*This document <u>must</u> be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Prime Name	Prime Address, Telephone Number and Email
Bid/Proposal Name and Number	Project Location
	Base Bid
1. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number	Minority Status (If applicable):
Email Address	□ African American □ Female
Select One: ☐ MBE ☐ WBE ☐ SBE ☐ N/A	□ Asian American Pacific □ Native American □ Asian American Sub-continent □ Hispanic American
Provide if Applicable: MDOT Baltimore City #	☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)%
2. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number	Minority Status (If applicable):
Email Address	□ African American □ Female
Select One: MBE □ WBE □ SBE□ N/A □	□ Asian American Pacific □ Native American □ Asian American Sub-continent □ Hispanic American
Provide if Applicable:	☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule
☐ MDOT ☐ Baltimore City #	INUIG
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)%
3. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number	Minority Status (If applicable):
Email Address	□ African American □ Female
Select One: MBE WBE SBE N/A	□ Asian American Pacific □ Native American □ Asian American Sub-continent □ Hispanic American
Provide if Applicable: MDOT Baltimore City #	☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)%
Subcontractor Total Dollar Amount \$	Total Subcontractor Percent of Entire Contract%
Form Prepared by:	Reviewed and Accepted by Baltimore County Minority Business
Name/Date:	Enterprise Office
Title:	Name
Email:	Title Date
MBE or WBE Prime Participation To MBE Subcontracting Participation WBE Subcontracting Participation Total MWBE Participation Total SRF Participation	

MWBE Plan Packet Page| 9

BALTIMORE COUNTY, MARYLAND

MWBE PRIME PARTICIPATION SCHEDULE (Form B-Prime)

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOU AS THE MWBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED ON THE SUBCONTRACTOR PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MWBE PARTICIPATION GOALS.

*This document <u>must</u> be completed and submitted with Bid/Proposal to Baltimore County

	omplete and submit this form with your bid	d or o	ffer to the County, the County may	y, in its sole discretion, deem your
Provided that is award count the distinct, forces toward fulfil	ded the County contract in conjunction clearly defined portion of the work of the ling up to fifty-percent (50%) of the Mact Amount for performing the following p	with conf	(Prime Contractor's N Solicitation No, such MWBE tract that the MBE/WBE Prime C participation goal, at least \$	Name) with Certification Number Prime Contractor intends to ontractor performs with its own
NAICS CODE	AICS CODE WORK ITEM, SPECIFICATION DESCRI		SCRIPTION OF SPECIFIC ODUCTS AND/OR RVICES	VALUE OF THE WORK
MWBE PRIME CO	ONTRACTOR		MWBE PRIME CONTRACT	TOR
Signature of Repres	sentative:		Minority Status:	
			☐ African American	
Printed Name and I	- 		☐ Hispanic American	
			☐ Women	
Firm's Name:			☐ Asian American	
Federal Identificatio	n Number:		│	
Address:				
			Reviewed and Accepted by Ba Enterprise Office	altimore County Minority Business
Telephone:			Name	
Email Address:			Title	
Certified Yes No No		Date		
Certifying Jurisdiction	on			

Rev 12/2024

Date:_

BALTIMORE COUNTY, MARYLAND MWBE SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT (FORM C)

*This document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MWBE PARTICIPATION MAY RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Contract Name, Bid/Proposal Number:	
Prime Contractor Name:	
Name of MWBE Subcontractor:	
Subcontractor Contact Name, Title	Subcontractor Email Address
☐ MDOT ☐ Baltimore City ☐ MBE ☐ WBE ☐ SBE ☐ N/A	Certification Number
1. NAICS Code(s), Work/Services to be perform	med by MWBE Subcontractor:
	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)
2. Subcontract Amount: \$	or% of the County contract cost.
3. Bonds - Amount and type required of Subcor	ontractor if any:
4. MWBE Anticipated Commencement Date:	Completion Date:
Mobilization Co.	ost Amount \$
5. This is a MBE-Owned Business Firm: Yes	No
6. This is a WBE-Owned Business Firm: Yes	No
NOTE: If the Prime is notified that it will be awarded the abenter into a subcontract for the work/service indicated above Baltimore County, and provide a copy of the fully executed AWARD (FORM C-Subcontractor) accompanied with the amobilization timeframe) to mwbe@baltimorecountymd.gov	*********************** above referenced contract, the undersigned MWBE subcontractor and Prime must ve upon the Prime's execution of a contract for the above referenced project with d MWBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO anticipated Work Breakdown Schedule (providing the subcontractor's within 10 calendar days of receipt by the Prime of FORM C- Subcontractor DOT or Baltimore City certified MWBE firm. The terms and conditions stated
Signature of MWBE Subcontractor:	Date:
Prime's Printed Name and Title:	Email:
The terms and conditions stated above are consistent with our	
Signature of Prime: Revised 12/2024	Date:

BALTIMORE COUNTY, MARYLAND MWBE -UNAVAILABILITY CERTIFICATE (FORM D)

If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

 It is here 	by certified that the firm of		
		(Name of Minority firr	m)
located at			
- -	(Number)	(Street)	
-	(City)	(State)	(Zip)
was offered	an opportunity to bid on the		_contract.
2. The		(MWBE Firm), is eith	er unavailable for
the work/se	rvice or unable to prepare a bid for	this project for the following re	eason(s):
Signature of S	Subcontractor MWBE Representative	Title	Date
	Subcontractor MWBE Representative more City Certification #	Title Email Address#	Date Telephone #
	·		
MDOT/Baltin	more City Certification #		
MDOT/Baltin	·		
MDOT/Baltin 3. PRIME'S S certify under	more City Certification #	Email Address # BE and they advised me that the	Telephone # ney are unavailable, unable to

Rev 12/2024

BALTIMORE COUNTY, MARYLAND MWBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT (FORM E)

*This document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction state the follow		he bid or offer submitted in response to Solicitation Number, I
	1.	Bidder/Offeror identified opportunities to subcontract in these specific work categories:
	2.	Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MWBEs for the subcontract opportunities accompanied with the signed MWBE Subcontractor Unavailability Certificate (Form D).
	3.	Bidder/Offeror made the following attempts to solicit MWBEs:
Signature – B	idder Off	feror
Print or Type	Name of	Firm
Street Addres	S	
City	State	Zip Code
Date		



JOHN A. OLSZEWSKI, JR.

County Executive

SEVETRA PEOPLES-BROWN

Executive Director
Chief of Diversity, Equity and Inclusion

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: December 13, 2024

Subject: Compliance Reporting and Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit payment reports by the 10th of each month through an online MWBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/ go/mwbe. In the event you are not able to enter your payments in PRiSM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or canceled checks).

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
 - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MWBE requirements:
 - a. Assessment of a penalty of up to 10% of the contract value; and/or
 - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract. This short video can be used as guidance on submitting the Prime to Subcontractor Payment

Reporting:

http://stage.prismcompliance.com/etc/movies/vendor contractpayment tutorial.htm

If after contract expiration, it has been determined the MWBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MWBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Attachment: MWBE Payment Report Form

MWBE Payment Acknowledgement Form

Cc: File

SECTION V

POST AWARD DOCUMENTS

This Section to be Completed by Successful Bidder after Award

CONTRACT AGREEMENT

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract Number 25033 GX0 "Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.
The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards .
The Project shall be subject to the inspection and approval of the Office of Budget and Finance – Property Management for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.
THE CONTRACTOR AFFIRMS that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$200,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.
THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Office of Budget and Finance – Property Management, aforesaid, on or before the expiration of

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Office of Budget and Finance – Property Management in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Office of Budget and Finance – Property Management in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.

Contractor's	Initials
Date	

Rev. 09/2024

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said

Contrac	et to the satisfaction of the County.	1
(i) (ii)	THE CONTRACTOR REPRESENTS AND WARRANTS: it is duly formed and validly existing under the laws of the State of; it is in good standing in the State of Maryland;	
(iii)	it has the power and authority to consummate the obligations and responsibilities conter hereby, and has taken all necessary action to authorize the execution, delivery and perfo required under this Contract;	rmance
(iv)	the Contractor and the person executing this Contract for the Contractor each warrant that he duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;	
(v)	the warranties of merchantability and fitness for a particular purpose and use and warranties and against infringement, and all express warranties contained in this Contract, including limited to the Proposal (and any sample or model presented by Contractor and expressly accepted the County) shall apply to the portion of this Contract pertaining to or for goods;	of title but not
(vi)	all representations and warranties made in the Proposal and herein remain true and correct in	all respects
(vii)	when made, as of the date of this Contract, and throughout the term of this Contract; and there exists no actual or potential conflict of interest between its performance under this Contract engagement or involvement in any other personal or professional activities and in the event or potential conflict arises during the term of this Contract, the Contractor shall immediate County in writing thereof.	such conflict
	THE CONTRACTOR shall not disclose any documentation and information of any kind or and to the Contractor in the course of its performance of duties hereunder without the expressionsent of the County.	
	Those sections in this Contract which by their nature are intended to survive, including but not tractor's representations and warranties, confidential information, and indemnification shall survition of this Contract.	
above w	IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and yearitten.	ear first
	CONTRACTOR NAME:	
WITNE	SS FEDERAL TAX ID or SS #:	
	By:(S	Seal)
	Name:	
Type	(Print) Name	

WITNESS FEI	DERAL TAX ID or SS #:	
	Ву:	(Sea
T (D') N	Name:	
Type (Print) Name	Title:	Date:
WITNESS:	BALTIMORE COUNTY, MARYLAND	
Executive Secretary Type (Print) Name	By:	Date: ze Officer
APPROVED FOR FORM AND LEGA AND SUFFICIENCY* (Subject to execution by the duly authorized	L APPROVED:	
Administrative official and Chairperson of the County Council, as indicated).	Kevin D. Reed, Director Office of Budget and Finance	Date:

Rev. 09/2024

^{*}Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval.

PERFORMANCE BOND

Bond No.

Date Bond Executed

Principal	Business Address of Principal			
Surety	Obligee:	BALTIMORE COUNTY, A body corporate and p		
A Corporation of the State of	and authorized to do business in Maryland			
		<u>DOLLARS</u>	\$	
Penal Sum of Bond (express in words and figures)				
Rockdale Park Renovations & Enhancements			20	
Contract Name		Date of Contract		
25033 GX0			20	

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, 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.

Contract Number

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above and is required to provide this bond pursuant to Maryland State law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES That it is (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Performance Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Performance Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Performance Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:	Individual Principal			
Witness:	as to:	(SEA		
Print Name:	Print Name:			
Attest:	Corporate Principal			
	(Name of Corporation)			
Witness:	Ву:	Affix		
Print Name:	Print Name:	Corporate		
	Title:	Seal		
Attest:	Surety			
Business Addres	(Name of Surety)			
Witness:	Ву:	Affix		
Print Name:	Print Name:	Corporate		
	Title:	Seal		

PAYMENT BOND

Bond Number	l br	Number	
-------------	------	--------	--

Principal	Business Address of Principal			
	Obligee:	ARYLAND		
Surety	3.1	I politic		
A Corporation of the State of	and authorized to	do business in Maryland		
	DOLLARS \$			
Penal Sum of Bond (express in words and figures)				
Rockdale Park Renovations & Enhancements Contract Name	Da	te of Contract	20	
25033 GX0 Contract Number	Da	te Bond Executed	20	
KNOW ALL MEN BY THESE PRESENTS, that we, the PRIN business in the State of Maryland, are held and firmly bound unt for the payment of which sum well and truly to be made, we bind and severally, firmly by these presents.	o the OBLIGEE, abo	ove-named, in the penal sum	of the amount stated above,	
WHEREAS, THE PRINCIPAL entered into a certain contract provide this bond pursuant to Maryland State law and/or County	with the OBLIGEE of Law and the contract	described and dated as show ct.	n above and is required to	
NOW, THEREFORE, the condition of this obligation is such that supplying labor and/or material to the PRINCIPAL and to any su contract and any and all duly authorized modifications of said cobeing hereby waived, then, this obligation to be void; otherwise the same of the condition of the condition of the condition of the property of the property of the property of the condition of this obligation is such that supplying the property of the property of the condition of this obligation is such that supplying the property of	bcontractor of the Pl ntract that may here	RINCIPAL in the prosecution rafter be made, notice of whice	of the work provided for in said	
THE SURETY FURTHER GUARANTEES That it is (a) licens on federal funded projects, authorized by the underwriting limitat to guaranty the amount of the Bid, and (d) in good standing as d every Contract in excess of twenty-five thousand (\$25,000). A P percent of the Contract price. The fully executed Payment Bond Contracts Administration no later than the time the Contract is to IN WITNESS WHEREOF, the above-bounded parties have the name and seal of each party being hereto affixed and these	cion contained in the etermined by the Co ayment Bond shall I shall be delivered by the executed by the executed this instrument.	U.S. Department of the Trea bunty's Engineer. A Payment be in the amount equal to at l by the Bidder to the Departme Contractor.	sury Circular 570, as amended Bond is required for each and east one hundred (100%) ent's Division of Construction on the date indicated above,	
its governing body. In Presence of:		ndividual Principal		
		•	(0541)	
Witness:	as to:			
Print Name:	Print Name	:		
Attest:		Corporate Principal		
	(Na	ame of Corporation)		
Witness:	Ву:		Affix	
Print Name:	Print Name:		Corporate	
	Title:		Seal	
Attest:		Surety		
		(Name of Surety)		
Business Address:				
Witness:	Ву:		Affix	
Print Name:	Print Name:		Corporate	
	Title:		Seal	
Reviewed for Baltimore County Requirements				
Office of the County A	Attorney			

BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 <u>Coverages Required:</u>

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverage's listed herein.

1.2 <u>Certificate of Insurance:</u>

Before starting work on the contract, or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 <u>Baltimore County as Insured:</u>

The coverage required, excluding Workers' Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 <u>Contractor's/Vendor's Responsibility:</u>

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract. The Contractor/Vendor must maintain the insurance coverages required under the terms and conditions on this Contract while this Contract is in effect including renewal and extension terms.

2. INSURANCE COVERAGES

- 2.1 <u>General Liability Insurance</u>
 - 2.1.1 Minimum Limits of Coverage: Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence.
 - 2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed the by Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
 - 2.1.3 Minimum Coverages to be Included:
 - (a) Independent Contractor's coverage;
 - (b) Completed Operations and Products Liability coverage;
 - (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the
Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to:

- (a) Collapse of, or structural injury to, any building or structure;
- (b) Damage to underground property; or
- (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage: Bodily Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 any one accident.

- 2.2.2 Minimum Coverages to be Included:
 Such insurance shall provide coverage for all owned, non-owned and hired automobiles.
- 2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$250,000 each accident

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

Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage: \$100,000 Per Claim and Each Occurrence \$100,000 in the Aggregate

2.5 Other

Such other insurance in form and amount as may be customary for the type of business being under taken by the Contractor/Vendor.

2.6 Builder's Risk

See Special Provisions page 373 and General Conditions page 34,35, Article 33.