REQUEST FOR PROPOSAL
MIDWESTERN STATE UNIVERSITY
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
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<tr>
<td>735-18-8202</td>
<td>Health Sciences &amp; Human Services</td>
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<td>Landscaping (New Building)</td>
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BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
May 1, 2018 to:
the office’s of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (hereinafter referred to as “University”) by all prospective vendors (hereinafter referred to as “Bidders”) on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at http://mwsu.edu/purchasing/.

Sign the Vendor’s Affidavit Notice and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.
BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing web page.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office BEFORE the hour and date specified.

2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.

3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**

6. Any catalog, brand name or manufacturer’s reference used in a bid invitation is descriptive-**NOT** restrictive—it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.
7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder’s name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**

8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency’s designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser’s approval. Unsatisfactory materials will be returned at Seller’s expense.

11. Written and verbal inquires pertaining to bids must give Bid Number and Commodity.

12. No substitutions or cancellations permitted without written approval of Director of Purchasing.

13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.

14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.

15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to
satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

   Midwestern State University  
   Accounts Payable  
   3410 Taft Blvd.  
   Wichita Falls, TX. 76308

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice which ever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

24. **E-Verify:** Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.
25. **Bonds:** For construction type awards, if bids are over $25,000 a payment bond will be required if awarded the contract. A performance bond will be required if award is over $100,000.
REQUEST FOR PROPOSAL

HEALTH SCIENCE & HUMAN SERVICES LANDSCAPING
MIDWESTERN STATE UNIVERSITY

It is the intent of these specifications to describe the minimum requirements for the above titled project at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University’s needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than April 20, 2018 to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110
Midwestern State University may in its sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing website located at http://mwsu.edu/purchasing/. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

**PRE-BID MEETING:** A pre-bid meeting will be held at **10:00 a.m. on April 17, 2018 in room 189 located in the Dillard Building,** Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
stephen.shelley@mwsu.edu  
(940) 397-4110
SPECIFICATIONS
RFP #735-18-8202

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:
http://mwsu.edu/purchasing/

Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:
http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

Please supply schedule and lead time for project with bid:

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2010 Uniform General Conditions apply to this Bid and can be found at the below listed link:
http://mwsu.edu/purchasing/contract-management

SCHEDULE: The Landscaping will begin approximately April 1, 2019, Substantial Completion by June 14, 2019, and final completion by July 14, 2019. Substantial Completion for the New Building will not occur until May 16, 2019 and final completion by June 14, 2019. Coordination with the construction manager so as not to interfere with their ability to complete the building is paramount and considered this contractor’s responsibility.
SECTION 01010
SUMMARY OF WORK, HS+HS LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary
   Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project name is "HS+HS Building Landscape". (HS+HS=Health Sciences & Human
   Services.)

1. Project Location: Midwestern State University, Wichita Falls, Texas

B. Contract Documents were prepared for the project by:
   KDC Associates
   4400 N. Big Spring, Suite 203
   Midland, Texas 79705
   432.686.8001
   www.kdcassociates.com

C. The Work consists of the preparation and installation of landscape elements and related
   amenity and site work at the new Project.

D. The Work will be constructed under a single contract.

E. On site work to begin approximately April 1, 2019 with Substantial Completion occurring on or
   before June 14, 2019 and Final Completion on or before July 14, 2019.

1.3 WORK UNDER OTHER CONTRACTS

A. Construction of the HS+HS building is under a separate contract where the construction
   process was initiated in February 2018. The landscaping contractor shall be responsible for
   coordination of the work described in these specs and drawings so as NOT to hinder the
   completion of construction related to the HS+HS building, north parking lot, utilities for the
   new building, or the storm water pollution prevention plan for the new building. These
   projects are scheduled for Substantial Completion to occur on May 16, 2019 and Final
   Completion on June 14, 2019.

B. When performing work on the HS+HS site while in the care and custody of Trinity Hughes Sundt,
   Subcontractor must follow Sundt’s project safety plan. The plan is inclusive of 100% hard hat,
   high visibility clothing, eye protection, shirts with sleeves and hard soled shoes (no tennis shoes).
C. Work hours for the HS+HS site are 7:00 AM to 5:00 PM, Monday – Friday. After hours work and weekend work will be accommodated with 72 hour notice. A Trinity Hughes Sundt employee must be present when any work is being performed on the HS+HS site.

D. Cooperate fully with separate contractors for HS+HS so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of the new HS+HS building and use by the public during the landscaping construction period.

2. Driveways and Entrances: Keep driveways and entrances outside the contract limits clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.5 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: The Owner may occupy the site and existing building during the entire landscaping construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations or completion of construction of the HS+HS building.

B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the landscaping prior to Substantial Completion, provided such occupancy does not interfere with completion of the landscaping Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

END OF SECTION 01010
SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY
Section Includes:
Cast-in-place normal weight and lightweight concrete, placement and finishing.
Related Requirements:
Division 01 - General Requirements.
Section 32 1313: Site Concrete Work.
Section 03 1000: Concrete Forming and Accessories.
Section 03 2000: Concrete Reinforcing.
Section 07 2600: Vapor Barriers.

1.02 REFERENCES
American Concrete Institute (ACI) Publication:
ACI 117 – Specifications for Tolerances for Concrete Construction and Materials.
ACI 301 – Specifications for Structural Concrete.
ACI 302.1R – Guide for Concrete Floor and Slab Construction.
ACI 305R - Specification for Hot Weather Concreting.
ACI 308R – Guide to External Curing of Concrete.
ACI 318 - Building Code Requirements for Structural Concrete, as modified by CBC Sections 1903A and 1905A.
American Society for Testing and Materials (ASTM) Standards:
ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
ASTM C88 - Standard Test Method for Soundness of Aggregates by use of Sodium Sulphate or Magnesium Sulphate.
ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete.
ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
ASTM E1745 - Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
ASTM F710 – Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
ASTM F3010 – Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use under Resilient Floor Coverings.

1.03 SUBMITTALS

Shop Drawings: Submit Shop Drawings indicating locations of cast-in-place concrete Work and accessory items such as vapor barriers. Include details and locations of reinforcing, embedded items, and interfacing with other Work.

Mix Design Data: Submit concrete mix designs as specified herein and in Article 2.02. Submit name, address and telephone number of the concrete production facility which the contractor intends to engage to design the concrete mixes. Submit name and qualifications of the proposed concrete technologist.
Mix Design: Submit a concrete mix design for each strength and type of concrete indicated in the drawings or specified. Include water/cement ratio, source, size and amount of coarse aggregate and admixtures. Predict minimum compressive strength, maximum slump and air content percentage. Clearly indicate locations where each mix design will be used.

Water/cement ration for concrete slabs on grade shall be 0.50 maximum.

Test Reports: Submit copies of test reports showing that the proposed mixes produce concrete with the strengths and properties specified. Include tests for cement, aggregates and admixtures. Provide gradation analysis.

Material Samples: Submit Samples illustrating concrete finishes and hardeners, minimum 12-inch by 12-inch.

Certificates: Submit certification that each of the following conforms to the standards indicated:
- Portland cement: ASTM C150.
- Normal weight concrete aggregates: ASTM C33.

Aggregates: Submit evidence that the aggregate is not reactive in the presence of cement alkalis. In the absence of evidence, aggregate shall be tested by one of the methods in ASTM C33 Appendix XI, Methods for Evaluating Potential for Deleterious Expansion Due to Alkali Reactivity of an Aggregate. Aggregates deemed to be deleterious or potentially deleterious may be used with the addition of a material that has been shown to prevent harmful expansion in accordance with Appendix XI of ASTM C33, when approved by the building official, in accordance to CBC Section 1903A5A.

Curing materials: ASTM C171.

Admixtures: Submit product data for proposed concrete admixtures.

1.04 QUALITY ASSURANCE
Continuous inspection shall be provided at the batch plant and for transit-mixed concrete to run check sieve analysis of aggregate, check moisture content of fine aggregate, check design of mix, check cement being used with test reports, check loading of mixer trucks, and certify to quantities of materials placed in each mixer truck.

Inspection shall be performed by a representative of a testing laboratory selected by the OWNER. OWNER will pay for inspection costs. Notify the laboratory 24 hours in advance of time concrete is to be mixed. Notify the laboratory of postponement or cancellation of mixing within at least 24 hours of scheduling time.

CONTRACTOR shall assist the testing laboratory in obtaining and handling samples at the project site and at the source of materials.

Continuous batch plant inspection requirement may be waived in accordance with CBC Section 1705A.3.3.1. Waiver shall be in writing, including DSA approval. When batch plant inspection is waived by DSA, the following requirements shall be met:
- Approved inspector of the testing laboratory shall check the first batching at the start of work and furnish mix proportions to the licensed weightmaster.
- Licensed weightmaster shall positively identify materials as to quantity and certify to each load by a ticket.
Tickets shall be transmitted to the Inspector by a truck driver with load identified thereon. The Inspector will not accept the load without a load ticket identifying the mix and will keep a daily record of placements, identifying each truck, its load and time of receipt and approximate location of deposit in the structure and will transmit a copy of the daily record to DSA.

At the end of the project, the weightmaster shall furnish an affidavit to DSA certifying that all concrete furnished conforms in every particular to proportions established by mix designs.

Special Inspections and Tests shall be in accordance with CBC Chapter 17A, Reinforcement and Anchor testing per CBC Section 1910A and Specification Section 01 4523.

1.05 DELIVERY, STORAGE AND HANDLING

Store cement and aggregate materials so as to prevent their deterioration or intrusion by foreign matter. Deteriorated or contaminated materials shall not be furnished.

Packaged materials shall bear the manufacturers and brand name label, and shall be stored in their original unbroken package in a weather tight place until ready for use in the work.

1.06 PROJECT CONDITIONS

Cold Weather Requirements: Batching, mixing, delivering and placing of concrete in cold weather shall comply with the applicable requirements of ACI 306.1.

Hot Weather Requirements: Batching, mixing, delivering and placing of concrete in hot weather shall comply with the applicable requirements of ACI 305R.

Concrete temperature of freshly mixed concrete shall be determined per ASTM C1064.

PART 2 - PRODUCTS

2.01 MATERIALS


Aggregates: Conform to the following standards:

Normal weight concrete: ASTM C33.

Lightweight concrete: ASTM C330, with fine aggregates per ASTM C33.

Aggregate shall be tested for Potential Alkali Reactivity of Cement-Aggregate Combinations per ASTM C289.

Nominal maximum size of coarse aggregate shall be no larger than:

1/5 the narrowest dimension between sides of forms, nor
1/3 the depth of slabs, nor
3/4 the clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, or ducts.

CONTRACTOR may request the ARCHITECT and DSA waiver of the above limitations reported per ACI 318, provided that the workability and methods of consolidation are such that the concrete can be placed without honeycombs or voids.

Water: Water for concrete mixes, curing and cleaning shall be potable and free from deleterious matter.

Admixtures: Shall be shown capable of maintaining essentially the same composition and performance throughout the work as the product used in establishing concrete proportions in accordance with ACI 318, Section 3.6.

Admixtures containing chlorides or sulfides are not permitted.
Air-entraining admixtures shall comply with ASTM C260. Air-entrained admixtures shall not be used for floor slabs to receive steel trowel finish.

Admixtures for water reduction and setting time modification shall conform to ASTM C494.

Admixtures for producing flowing concrete shall conform to ASTM C1017.

Admixtures containing ASTM C845 expansive cements shall be compatible with the cement and produce no deleterious effects.

Silica fumes used as an admixture shall conform to ASTM C1240.

Reinforcement Fibers: Chop strands of alkali-resistant polypropylene or nylon fibers added to the concrete mix for protection against shrinkage cracks.

Expansion Joint Fillers: Preformed strips, non-extruding and resilient bituminous type, of thickness indicated, conforming to ASTM D1751.

Curing:

Curing Paper: Shall conform to ASTM C171 and consist of two sheets of kraft paper cemented together with a bituminous material in which are embedded cords or strands of fiber running in both directions. The paper shall be light in color, shall be free of visible defects, with uniform appearance.

Elevated slabs and slabs on grade may be cured at CONTRACTOR’s option with curing and proactive water vapor emission and alkalinity control system. Products shall be approved by OWNER’s Office of Environmental Health and Safety.

VaporSeal 309, by Floor Seal Technology, Inc., or equal.

ASTM C156: 0.39 kg/m².
ASTM C309: Exceeds requirements.
ASTM C1315: Exceeds requirements.
ACI 308R-01 Compliant.

Remedial Treatment: Water vapor emission and alkalinity control treatment, MES 100 by Floor Seal Technology, Inc. or equal.

ASTM E96: <0.1 Perms.
ASTM D1308: 14pH Resistant.
ASTM D7234: 500+psi 100% concrete failure.
ASTM F2170: 100%RH resistant.

VOC Content: <100 g/L, meets SCAQMD Rule #1113.

Self-leveling Compounds: Ardex Engineered Cements, K15, Combimix; Leveler 720. Armstrong, S-194, or equal.


Underlayment: Two component latex underlayment for filling low spots in concrete for both interior and exterior applications, from featheredge to a maximum of 3/8 inch in thickness. Underlayment shall be non-shrink and suitable for repairing exposed concrete surfaces and for underlayment of carpet, resilient, tile and quarry floor coverings. La-O-Tex by TexRite, Underlay C, RS by Mer-Krete Systems, Underlayment 962 by C-Cure, or equal.

Vapor Barrier: Refer to Section 07 2600, Vapor Barriers.

Stair Treads and Nosings: Two part stair tread and nosing with ribbed abrasive bars. Fabricated from 6063-T5 or 6063-T6 extruded aluminum, mill finish. Anti-slip abrasive
filler consisting of aluminum oxide, silicon carbide, or a combination of both, in an epoxy-resin binder. Color shall extend uniformly throughout filler.
American Safety Tread: TP-311R.
Balco Inc.: DST-330.
Nystrom: STTB-P3.375E.
Wooster Products Inc.: WP-RN3SG.
Equal.
Grout: ASTM C1107, non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing a minimum compressive strength of 7,000 psi at 7 days; of consistency suitable for application and a 30 minute working time.

2.02 CONCRETE MIX
Mix shall be signed and sealed by a Civil or Structural Engineer currently registered in the State of California.
Strength of Concrete: Strengths and types of concretes shall be as indicated in the Drawings. Unless otherwise indicated or specified, concrete shall be provided with minimum 28-day strength of 3000 psi (f’c).
Concrete mix shall meet the durability requirements of ACI 318, Chapter 4.
Concrete proportioning shall be determined on the basis of field experience and/or trial mixtures shall in accordance with ACI 318, Section 5.3. Proportions of materials shall provide workability and consistency to permit concrete to be placed readily into forms and around reinforcement under conditions of placement to be employed, without segregation or excessive bleeding.
Ready-Mixed Concrete: Mix and deliver in accordance with requirements of ASTM C94.

PART 3 - EXECUTION
3.01 GENERAL
Surfaces to receive concrete shall be free of debris, standing water, and any other deleterious substances before start of concrete placing.
Time of Placing: Do not place concrete until reinforcement, conduits, outlet boxes, anchors, hangers, sleeves, bolts, and other embedded materials are securely fastened in place. Contact the Inspector at least 24 hours before placing concrete; do not place concrete until inspected by the Project Inspector.
Pouring Record: A record shall be kept on the Project site of time and date of placing concrete in each portion of structure. Such record shall be maintained on the Project site until Substantial Completion and shall be available for examination by the ARCHITECT and DSA.

3.02 TOLERANCES
Concrete construction tolerances shall be as specified in ACI 117 and as modified herein.
Floor Flatness (FF) and Floor Levelness (FL) shall be as indicated below:
Refer to ACI 302.1R, Tables 8.1 and 8.2 Slab on Ground and Suspended Flatness/Levelness Construction Guide, for recommended concrete placing and finishing methods.
Floor Flatness and Floor Levelness shall be tested in accordance to ASTM E1155.
Floor measurements shall be made within 48 hours after slab installation, and shall precede removal of shores and forms.
3.03 PREPARATION
For installation of vapor barrier refer to Section 07 2600, Vapor Barriers.
Reglets and Rebates:
Form reglets and rebates in concrete to receive flashing, frames and other equipment as
detailed and required. Coordinate dimensions and locations required with other related
Work. If concrete slabs on grade adjoin a wall or other perpendicular concrete surface,
form a reglet in wall to receive and carry horizontal concrete Work. Reglet shall be full
thickness of the slab and shall be 3/4 inch wide, unless otherwise indicated.
Requirement does not apply to exterior walks, unless specifically indicated.
Screeds: Install screeds accurately and maintain at required grade or slab elevations
after steel reinforcement has been installed, but before starting to place concrete. Install
screeds adjacent to walls and in parallel rows not to exceed 8 feet on centers.

3.04 INSTALLATION
Conveying and Placing:
Concrete shall be placed only under direct observation of the Project Inspector. Do not
place concrete outside of regular working hours, unless the Inspector has been notified
at least 48 hours in advance.
Concrete shall be conveyed from mixer to location of final placement by methods that
will prevent separation or loss of materials.
Concrete shall be placed as nearly as practicable to its final position to avoid
segregation due to re-handling or flowing. No concrete that has partially hydrated or has
been contaminated by foreign materials shall be placed, nor shall re-tempered concrete
or concrete which has been remixed after initial set be placed.
In placing concrete in columns, walls or thin sections, provide openings in forms,
elephant trunks, tremies or other recognized devices, to prevent segregation and
accumulation of partially hydrated concrete on forms or metal reinforcement above level
of concrete being placed. Such devices shall be installed so that concrete will be
dropped vertically. Unconfined vertical drop of concrete from end of such devices to final
placement surface shall not exceed 6 feet.
Concrete shall be placed as a continuous operation until placing of panel or section is
completed. Top surfaces of vertically formed lifts shall be level.
Concrete shall be thoroughly consolidated by suitable means during placement, and
shall be thoroughly worked around reinforcement and embedded fixtures and into
corners of forms.
Where conditions make consolidation difficult or where reinforcement is congested,
batches of mortar containing same proportions of cement, sand, and water as provided
in the concrete, shall first be deposited in the forms to a depth of at least one inch.

Cold Weather:
Provide adequate equipment for heating concrete materials and protecting concrete
during freezing or near-freezing weather. All ground with which concrete is to come in
contact shall be free from frost. No frozen materials or materials containing ice shall be
used.
The temperature of concrete at the time of placement shall not be below the minimum
temperatures given in Table 3.1 of ACI 306.1.
Concrete shall be maintained at a temperature of at least 50° F. for not less than 72
hours after placing or until it has thoroughly hardened. Cover concrete and provide
sufficient heat as required. When necessary, aggregates shall be heated before mixing. Special precautions shall be taken for protection of transit-mixed concrete.

Hot Weather:
Concrete to be placed during hot weather shall comply with the requirements of ACI 318, Section 5.13.
Maintain concrete temperatures indicated in Table 2.1.5 of ACI 305R to prevent the evaporation rate from exceeding 0.2 pound of water per square feet of exposed concrete per hour.
Cool concrete using methods indicated in ACI 305R Appendix B.
Place and cure concrete as specified in ACI 305R Chapter 4.
Compaction and Screeding:
Tamp freshly placed concrete with a heavy tamper until at least 3/8 inch of mortar is brought to surface. Concrete shall then be tamped with a light tamper and screeded with a heavy straightedge until depressions and irregularities are eliminated, and surface is true to finish grades or elevations. Remove excess water and debris.
Where slabs are to receive separate cement finish or mortar setting bed, continued tamping to raise mortar to surface is not performed. Laitance shall be removed by brushing with a stiff brush or by light sandblasting to expose clean top surface of coarse aggregate.

Floating and Troweling:
When concrete has hydrated sufficiently, it shall be floated to a compact and smooth surface. After floating, wait until concrete has reached proper consistency before troweling. Top surfaces shall receive at least 2 troweling operations with steel hand trowel. Prior to and during final troweling, apply a fine mist of water frequently with an atomizing type fog sprayer. Omit troweling for slabs to receive a separate cement finish. For interior finish slabs, final troweling shall provide a hard, impervious, and non-slip surfaces, free from defects and blemishes. Finished surface shall be within tolerances indicated in Article 3.02. Avoid burnishing. Do not add cement or sand to absorb excess moisture.

Exterior Paving and Cement Walks: Finish as specified above, except surface shall be given a non-slip broom finish to match Sample reviewed by the ARCHITECT. Vertical concrete surfaces shall be finished smooth and free from marks or other surface defects.

3.05 CURING
Length of time, temperature and moisture conditions for curing concrete shall be in accordance with ACI 318, Section 5.11.
Forms containing concrete, top of concrete between forms, and exposed concrete surfaces after removal of forms shall be maintained in a thoroughly wet condition for at least 7 consecutive days after placing. If weather is hot or surface has dried out, spray surface of concrete slabs and paving with fine mist of water, starting not later than 2 hours after final troweling and continuing until sunset. Surface of finish shall be kept continuously wet until curing medium has been installed. Immediately after finishing, monolithic floor slabs shall be covered with curing paper. Paper shall be lapped 4 inches at joints and sealed with waterproof sealer. Edges shall be cemented to finish. Repair or replace paper damaged during construction operations.
When curing slabs with proactive water vapor emission and alkalinity control system:
Coordinate and schedule application of curing compound with concrete pour schedule, while conforming to manufacturer's application instructions.
When the surface of the concrete has hardened sufficiently to sustain foot traffic pre-
cure slabs with liquefied product application following manufacturer's written
instructions. Application shall be by trained applicators.

Monitor Environmental Conditions: Set up weather station 20 to 30 inches above freshly
placed concrete. Record temperature, humidity and wind velocity measurements at 15
minute maximum intervals.

Calculate Evaporation Rate: Use recorded weather information in combination with
nomograph per ACI 308R, Figure 4.1, Guide to Curing Concrete, to evaluate relevant
evaporation rate. When the bleed water rate of the concrete is approximately equal to
the surface water evaporation rate, spray curing compound material throughout surface
of slabs and decks, following manufacturer's written instructions. Application shall be by
trained applicators. Perform the following tests at least 28 days after placement of
concrete and prior to floor covering installation. Submit to OAR test results indicating
locations that do not comply with scheduled flooring installation requirements.
Calcium chloride testing per ASTM F1869.
Relative humidity testing per ASTM F2170.
Alkalinity testing per ASTM F710.
Perform concrete bond layer humidity meter testing to determine substrate surface
acceptability.
Areas emitting moisture and alkalinity at rates exceeding floor covering manufacturer's
published ASTM F1869 limits, shall receive a corrective coating, at no cost to the
OWNER, as follows:
Mask and protect adjacent walls and floor surfaces from effects of scarification and
application of remedial treatment.
Scarify slab surface in area of application by shot blasting or other method acceptable to
corrective coating manufacturer.

Prepare and fill cracks, control joints and cold joints.
Apply two-component modified epoxy penetrant and coating with roller and squeegee
over required treatment area; saturate surfaces to ensure a through mechanical bond.
Clean and fill divots, chips, voids and other surface irregularities with one hundred
percent Portland cement based patching compound or cementitious fill.
Apply cementitious surfacing over coating in areas to receive resilient and wood floor
coverings to facilitate adhesion; apply to a thickness of 1/8 inch.

3.06 FILLING, LEVELING AND PATCHING
Concrete slabs exhibiting high or low spots and indicated to receive resilient floor
covering or soft floor covering, shall have surfaces repaired. High spots shall be honed,
or ground with power-driven machines to required tolerances. Low spots shall be filled
with latex underlayment, installed in strict accordance with manufacturer's written
recommendations.
Holes resulting from form ties or sleeve nuts shall be solidly packed, through exterior
walls, by pressure grouting with cement grout, as specified. Grouted holes on exposed
surfaces shall be screeded flush and finished to match adjoining surfaces.
Cement Base: Cement base shall be of the height, thickness, and shape detailed. Base shall be reinforced with one inch mesh, 18 gage, zinc-coated wire fabric. Base finish mixture shall be one part Portland cement, 2 parts of fine aggregate and one part pea gravel. Colored cement base shall include a chemically inert mineral oxide pigment in the mix.

3.07 FINISHING
Soda and Acid Wash: Concrete surfaces to receive plaster, paint or other finish, and which have been formed by oil coated forms, shall be scrubbed with a solution of 1-1/2 pounds of caustic soda to one gallon of water. Surfaces where smooth wood or waste molds have been furnished shall be scrubbed with a solution of 20 percent muriatic acid. Wash with clean water after scrubbing.

Sacking: Exposed concrete curbs, walls, and other surfaces shall be sacked by an application of Portland cement grout, floated, and rubbed. Sacking shall not be performed until patching and filling of holes has been completed. Entire sacking operation for any continuous area shall be started and completed within the same day. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having consistency of thick paint. Wet surface of concrete sufficiently to prevent absorption of water from grout. Apply grout uniformly with a brush or spray gun, then immediately float surface with a cork or other suitable float, scouring wall vigorously. While grout is still plastic, finish surface with a sponge-rubber float, removing excess grout. Allow surface to dry thoroughly, then rub vigorously with dry burlap to completely remove dried grout. No visible film or grout shall remain after rubbing with burlap.

Sandblasting: Exterior concrete surfaces to receive stucco dash coat finish, where plywood or other smooth forms have been furnished, shall be uniformly sand-blasted with sharp quartz sand under sufficient air pressure to remove dirt, form oil and other foreign materials, and roughen surface to provide a proper bond. Such surfaces shall be thoroughly washed with clean water after sandblasting.

Abrasive: Concrete stair treads, landings, ramps and steps on interior and exterior of buildings, and interior exposed concrete floors in shop buildings shall receive an abrasive finish.

Floor Hardener: Exposed interior concrete floors throughout shall be treated with floor hardener. Protect adjacent surfaces. Clean surfaces to receive treatment in accordance with manufacturer's instructions, ensuring that all stains, oil, grease, form release agents, laitance, dust and dirt are removed prior to application. Apply hardener in accordance with manufacturer’s instructions as soon as concrete is firm enough to work on after final troweling.

Cement Grout and Dry-Pack Concrete: Cement grout shall be mixed at the Project site and shall be composed of one volume of Portland cement and 2-1/2 volumes of fine aggregate. Materials shall be mixed dry with sufficient water added to make mixture flow under its own weight. When grout is used as a dry pack concrete, add sufficient water to provide a stiff mixture, which can be molded into a sphere.
Broom Finish: Exterior stair treads and landings shall be provided with a non-slip broom finish in addition to abrasive finish specified.

Abrasive Stair Nosing: Nosing shall be installed according to manufacturers written recommendations.

3.08 EXPANSION AND CONSTRUCTION JOINTS

Construction Joints: Details and proposed location of construction joints shall be as indicated on the Drawings, located to least impair strength of structure, in accordance with the following:
Thoroughly clean contact surface by sand blasting entire surface not earlier than 5 days after initial placement. A mix containing same proportion of sand and cement provided in concrete plus a maximum of 50 percent of coarse aggregate shall be placed to a depth of at least one inch on horizontal joints. Vertical joints shall be wetted and coated with a neat cement grout immediately before placing of new concrete. Should contact surface become coated with earth, sawdust, or deleterious material of any kind after being cleaned, entire surface shall be re-cleaned before applying mix.

Expansion Joints: Provide expansion joints where indicated in walks and exterior slabs. Space approximately 20 feet apart, unless otherwise indicated. Joints shall extend entirely through slab with joint filler in one piece for width of walk or slab. Joint filler shall be 3/8 inch thick, unless otherwise indicated.

Tooled Joints: Slabs, walks and paving shall be marked into areas as indicated with markings made with a V-grooving tool. Marks shall be round-edged, free from burrs or obstructions, with clean cut angles and shall be straight and true. Walks, if not indicated, shall be marked off into rectangles of not more than 12 square feet and shall have a center marking where more than 5 feet wide.

3.09 TESTING

Molded Cylinder Tests:
Inspector or testing lab personnel will prepare cylinders and perform slump tests. Samples for concrete strength shall be taken in accordance to ASTM C172. Each cylinder shall be dated, given a number, point in structure from which sample was obtained, mix design number, mix design strength and result of accompanying slump test noted. Separate tests of molded concrete cylinders obtained at same place and time shall be made at age of three days, seven days, and 28 days. A strength test shall be the average of the compressive strength of two cylinders, obtained from the same sample of concrete and tested at 28 days or at test age designated for determination of f’c.
Test cylinders shall be prepared at the Project site and stored in testing laboratory in accordance with ASTM C31, and tested in accordance with ASTM C39.

Core Test: At request of the ARCHITECT, cores of hardened concrete shall be cut from portions of hydrated structures for testing, in accordance with CBC and ASTM C42. Provide 4 inch diameter cores at representative places throughout the structure as designated by the ARCHITECT. In general, provide sufficient cores to represent concrete placed with at least one core for each 4,000 square feet of building area, and
at least 3 cores total for each Project. Where cores have been removed, fill voids with drypack, and patch the finish to match the adjacent existing surfaces.

Concrete Consistency: Measure consistency according to ASTM C143. Test twice each day or partial day’s run of the mixer.

Adjustment of Mix: If the strength of any grade of concrete for any portion of Work, as indicated by molded test cylinders, falls below minimum 28 days compressive strength specified or indicated, adjust mix design for remaining portion of construction so that resulting concrete meets minimum strength requirements.

Air Content Testing: Measure in accordance to ASTM C173 or ASTM C231, for each composite sample taken in accordance to ASTM C172.

Defective Concrete: Should strength of any grade of concrete, for any portion of Work indicated by tests of molded cylinders and core tests, fall below minimum 28 days strength specified or indicated, concrete will be deemed defective Work and shall be replaced or adequately strengthened in a manner acceptable to the ARCHITECT.

Concrete Work that is not formed as indicated, is not true within 1/250 of span, not true to intended alignment, not plumb or level where so intended, not true to intended grades and levels, contains sawdust shavings, wood or embedded debris, or does not fully conform to Contract provisions, shall be deemed to be defective Work and shall be removed and replaced. Concrete for Equipment Pads, Mechanical and Electrical Work: Unless otherwise indicated, strength shall have a minimum f’c = 3,000 psi. Exposed concrete shall be provided with a hand trowel finish with radius corners and edges. Form and place concrete where necessary as described in Section 03 1000 Concrete Forming and Accessories, and reinforced as described in Section 03 2000 Concrete Reinforcing. Calcium chloride shall not be furnished in any concrete mix provided for the installation of underground electrical conduits. For concrete encasement of more than one conduit, furnish 3/4 inch maximum aggregate.

3.10 CLEAN UP
Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.11 PROTECTION
Protect the Work of this section until Substantial Completion.

END OF SECTION
SECTION 10 17 16
TELEPHONE ENCLOSURES

PART 1 GENERAL

1.01 SUMMARY

A. Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts as long as the product is commercially available from the manufacturer.

1.02 QUALITY ASSURANCE

A. All tower installation, configurations, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.

B. The tower shall be warrantied against any defects in material and workmanship under normal use for a period of five (5) years from date of installation, provided that manufacturer receives a completed "Installation Certification" certifying the date on which the system has been installed. An "Installation Certification" card shall be enclosed with every unit. In the event that no "Installation Certification" is received by manufacturer, the five (5) years will commence on the date of shipment by the manufacturer.

C. The blue light and faceplate light shall be warrantied against any defects in material and workmanship under normal use for a period of twenty-four (24) months from date of installation, provided that manufacturer receives a completed "Installation Certification" certifying the date on which the system has been installed. An "Installation Certification" card shall be enclosed with every unit. In the event that no "Installation Certification" is received by manufacturer, the twenty four (24) months will commence on the date of shipment by the manufacturer.

1.03 CERTIFICATIONS AND STANDARDS

A. The tower as an assembly shall be certified to:
   1. UL Std 60950-1

B. The included LED blue light (model: ETP-EL or ETP-EL12/24) shall be certified to:
   1. UL Std 1598
   2. CSA Std C22.2 No. 250.0

PART 2 PRODUCTS

2.01 GENERAL

A. The tower shall:
   1. Consist of a highly vandal-resistant free-standing steel emergency phone tower mount with an integrated flashing LED blue light.
   2. Have an integrated LED faceplate light, mounted directly above the phone faceplate.
2.02 HARDWARE

A. The tower shall:
1. Be constructed of 0.25" thick steel and weigh approximately 300 lbs.
2. Measure:
   a. Tower only: 10" W x 8" D x 108" H, with a 0.5" radius on each corner.
   b. Tower and Blue Light: 10" W x 8" D x 114" H.
3. Utilize a high-gloss, multi-coat, corrosion-inhibitive coating that shall be applied to withstand prolonged exposure to hard environments.
   a. Tower shall be sandblasted to SSPC-6 standards before a 2-3 mil layer of rust-inhibitive primer is applied.
   b. Tower shall be hand sanded for smoothness before a second 2-3 mil layer of primer is applied.
   c. Tower shall have a 2-3 mil layer of customer specified color coat applied.
   d. Tower shall have a 1-2 mil layer of clear coat applied.

B. The tower base plate shall:
1. Be 2.0" above the tower base.
2. Be constructed of 0.75" thick A-36 Structural Steel.
3. Have a 4" diameter center hole for wiring access.
4. Have four 1" holes for anchor bolt attachment.

C. The tower wiring access opening shall:
1. Measure 9"H x 6.75" W.
2. Be located 15" above the base of the tower.
3. Have a flush cover plate that shall:
   a. Be constructed of 0.25" thick steel.
   b. Be held in place by two 1/4"-20 countersunk, tamper-resistant spanner screws.

D. The tower shall have an opening in the front to accommodate flush mounting an emergency phone. The phone opening shall:
1. Measure 10" H x 6.75" W.
2. Have six self-clinching #10-24 stainless steel threaded nuts to mount the emergency phone.

E. Directly below the tower phone opening, the tower shall have a section with a 30° downward slope from rear to front, spanning the depth of the phone opening to the full tower depth.

F. The tower shall have the word “EMERGENCY” emblazoned on all four sides in 3.25" high reflective white letters. Custom lettering, sizes and colors are available.

G. The tower blue light shall:
1. Be mounted at the top of the tower with three #10-24 tamper-resistant spanner screws.
2. Have a polycarbonate refractor lens assembly with a prismatic pattern to increase visibility at greater distances.

2.03 FUNCTIONALITY

A. Blue Light
1. The blue light shall remain lit at all times.
2. The blue light shall automatically flash 78 times per minute when triggered by the emergency phone.
3. The blue light shall have an illumination rating of 209 lumens (peak).
4. The blue light shall retain 70% of its initial output intensity after 50,000 hours of operation.

B. Faceplate Light
1. The faceplate light shall remain lit at all times.
2. The faceplate light shall have a concealed, ultra-bright LED design.
3. The faceplate light LEDs shall have no less than 50,000 hour lifetime.

2.04 POWER REQUIREMENTS

A. The tower shall be powered by one of the following power sources:
1. 12VDC – Nominal: 9 Watts
2. 24VDC – Nominal: 9 Watts
3. 24VAC – Nominal: 9 Watts
4. 120VAC – Nominal: 9 Watts

2.05 MANUFACTURED UNITS

A. The tower shall be a Talkaphone ETP-MT Emergency Telephone Tower.

PART 3 EXECUTION

3.01 INSTALLATION

A. The Contractor shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.

B. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.

C. The tower shall include 24-inch long J-bolts for mounting into a minimum 24” diameter by 36” deep concrete foundation. Depth to vary according to local regulations and other site-specific considerations.

D. The J-bolts shall protrude approximately 5 inches from the surface of the foundation.
PART 1 GENERAL
BENCH Model: CR-196

1.1 DESCRIPTION
A. Section includes information, materials, and options for products manufactured by Victor Stanley, Inc. All specifications are subject to change. Contact manufacturer for details.

1.2 SUBMITTALS
A. Specifications Drawing: Detail drawing of product including overall dimensions and options.  
B. Samples: Various component samples available upon request.  
C. Qualifications: Installer must submit evidence of a successful installation history with comparable materials and designs specified.

1.3 DELIVERY, STORAGE, and HANDLING
A. Delivery: Deliver products to site in manufacturer’s original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.  
B. Storage: Store products in a protected, dry area in manufacturer’s unopened containers and packaging.  
C. Handling: Protect product’s finish from damage during handling and installation.

1.4 COORDINATION
Coordinate with site work and other appropriate sections of the Specifications to maintain proper provisions of the work specified. 
All site furnishings shall be laid out in the field and approved prior to installation.

PART 2 PRODUCTS

2.1 MANUFACTURER

Victor Stanley, Inc.  
P.O. Drawer 330  
Dunkirk, MD 20754 USA  
Toll Free: (800) 368-2573 (USA & Canada)  
Tel: (301) 855-8300 Fax: (410) 257-7579  
E-mail: sales@victorstanley.com  
Web site: http://www.victorstanley.com
2.2 BENCH

A. Type: Model CR-196 from the Classic Series

2.3 MATERIALS

A. Ductile iron end frames – all ductile iron castings come with a 10-year warranty against breakage; scrolled vertical steel slats are formed from 1/4” x 1-1/2” (6mm x 38mm) solid steel bars; scrolled vertical steel slats are welded to cross members of 1-7/8” (48mm) tubular steel; 1-5/16” (33mm) tubular steel rung used for additional support

2.4 OPTIONS

A. Standard lengths: 4ft (1.2 meters), 6ft (1.8 meters), and 8ft (2.4 meters) (custom lengths available)
B. Armrest(s)
C. Standard Colors: Bronze, Black, Green, Tavern Square Green, Teal, Blue, Burgundy, Red, Gray, White. Available with Optional Metallics: Silver, and Titanium, (custom colors available, including the RAL range).
D. Custom plaques: Engraved cast bronze plaques

2.5 FINISHES

A. All fabricated metal components are steel shotblasted, etched, phosphatized, preheated, and electrostatically powder-coated with TGIC polyester powder coatings. Products are fully cleaned and pretreated, preheated and coated while hot to fill crevices and build coating film. Coated parts are fully cured to coating manufacturer’s specifications. The thickness of the resulting finish coat averages 8-10 mils (200-250 microns).
B. In high salt abusive climates, hot-dip galvanizing before powder coating is available. Hot-dip galvanizing is performed for Victor Stanley, Inc. by an experienced qualified firm to which products are shipped for galvanizing. Hot-dip galvanizing includes an aggressive pre-treatment and immersion in a tank of charged liquid zinc at or around 860°F (460°C). The resulting surface is resistant to rust but has some unevenness resulting from the bonding of the zinc to the steel surface. As a result, the powder-coating surface finish over that galvanized surface may exhibit bumps, unevenness, and may not be as smooth as Victor Stanley, Inc.’s standard finish; this uneven and inconsistent finish is normal for hot-dip galvanizing. Most fabricated metal components and castings can be hot-dip galvanized, please contact manufacturer for details.
PART 3 EXECUTION

3.1 INSTALLATION

A. Clearance for 3/8” (10mm) anchor bolts (anchor bolts not provided by Victor Stanley, Inc.)
B. Mounting: It is not recommended to locate anchor bolts until bench is in place. This Victor Stanley, Inc. product must be permanently affixed to the ground. Consult your local codes for regulations.

3.2 PROTECTION

Protect products prior to installation by having them remain in the manufacturer’s packaging and container.

END OF SECTION
SECTION 12 93 00
SITE FURNISHINGS

PART 1 GENERAL
BIKE RACK Model: BRCS-105

1.1 DESCRIPTION
Section includes information, materials, and options for products manufactured by Secure Site Design, L.L.C. All specifications are subject to change. Contact manufacturer for details.

1.2 SUBMITTALS
Specifications Drawing: Detail drawing of product including overall dimensions and options. Samples: Various component samples available upon request. Qualifications: Installer must submit evidence of a successful installation history with comparable materials and designs specified.

1.3 DELIVERY, STORAGE, and HANDLING
Delivery: Deliver products to site in manufacturer’s original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.
Storage: Store products in a protected, dry area in manufacturer’s unopened containers and packaging.
Handling: Protect product’s finish from damage during handling and installation.

1.4 COORDINATION
Coordinate with site work and other appropriate sections of the specifications to maintain proper provisions of the work specified. All site furnishings shall be laid out in the field and approved prior to installation.

PART 2 PRODUCTS

2.1 MANUFACTURER
A. Secure Site Design, L.L.C.
P.O. Box 307,
Dunkirk, MD 20754 U.S.A.
Toll Free (USA & Canada): 1-888-ANTI-RAM (888-268-4726)
410-286-3375 : Fax 410-479-0175
info@securesitedesign.com
www.securesitedesign.com

2.2 STEEL BIKE RACK
Type: BRCS-105 from the Cycle Sentry™ Series

MATERIALS
2-3/8" (60mm) O.D. tubular steel
5" (127mm) surface mount flange
2.4 OPTIONS
Colors: Standard: Bronze, Black, Green, Tavern Square Green, Teal, Blue, Burgundy, Red, Gray, White. Available with Optional Metallics: Silver, and Titanium, (custom colors available, including the RAL range).
Mounting: Standard in-ground and Flanged surface

2.5 FINISHES
A. All powder coat finishes are done at Victor Stanley, Inc. (VSI) to match the VSI product line.
B. All fabricated metal components are steel shotblasted, etched, phosphatized, preheated, and electrostatically powder-coated with TGIC polyester powder coatings. Products are fully cleaned and pretreated, preheated and coated while hot to fill crevices and build coating film. Coated parts are fully cured to coating manufacturer’s specifications. The thickness of the resulting finish averages 8-10 mils (200-250 microns).
C. In high salt abusive climates, hot-dip galvanizing before powder coating is available. Hot dip galvanizing is performed for Victor Stanley, Inc. by an experienced qualified firm to which products are shipped for galvanizing. Hot-dip galvanizing includes an aggressive pre-treatment and immersion in a tank of charged liquid zinc at or around 860°F (460°C). The resulting surface is resistant to rust but has some unevenness resulting from the bonding of the zinc to the steel surface. As a result, the powder-coating surface finish over that galvanized surface may exhibit bumps, unevenness, and may not be as smooth as Victor Stanley, Inc.’s standard finish; this uneven and inconsistent finish is normal for hot-dip galvanizing. Most fabricated metal components and castings can be hot-dip galvanized, please contact manufacturer for details.
D. All items available hot dip galvanized without powder coating.

PART 3 EXECUTION

3.1 INSTALLATION
A. Mounting:
   a. Standard in-ground: It is not recommended to locate footing(s) until bike rack is in place. This Secure Site Design, L.L.C. product must be permanently affixed in the ground. Consult your local codes for regulations.
   b. Standard surface: Clearance for 1/2” (13mm) anchor bolts (anchor bolts not provided by Secure Site Design, L.L.C.). It is not recommended to locate anchor bolts until bike rack is in place. This Secure Site Design, L.L.C. product must be permanently affixed to the ground. Consult your local codes for regulations.

3.2 PROTECTION
A. Protect products prior to installation by having them remain in the manufacturer’s packaging and container.
SECTION 12 93 00  
SITE FURNISHINGS

PART 1 GENERAL  
TRASH CAN Model: A-24

1.1 DESCRIPTION  
A. Section includes information, materials, and options for products manufactured by Victor Stanley, Inc. All specifications are subject to change. Contact manufacturer for details.

1.2 SUBMITTALS  
A. Specifications Drawing: Detail drawing of product including overall dimensions and options.  
B. Samples: Various component samples available upon request.  
C. Qualifications: Installer must submit evidence of a successful installation history with comparable materials and designs specified.

1.3 DELIVERY, STORAGE, and HANDLING  
A. Delivery: Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.  
B. Storage: Store products in a protected, dry area in manufacturer's unopened containers and packaging.  
C. Handling: Protect product's finish from damage during handling and installation.

1.4 COORDINATION  
A. Coordinate with site work and other appropriate sections of the specifications to maintain proper provisions of the work specified.  
B. All site furnishings shall be laid out in the field and approved prior to installation.

PART 2 PRODUCTS

2.1 MANUFACTURER  
A. Victor Stanley, Inc.  
P.O. Drawer 330  
Dunkirk, MD  20754 USA  
Toll Free: (800) 368-2573 (USA & Canada)  
Tel: (301) 855-8300  Fax: (410) 257-7579  
E-mail: sales@victorstanley.com  
Web site: http://www.victorstanley.com

2.2 LITTER RECEPTACLE  
A. Type: Model A-24 from the Seelsites™ Series  
B. Patent: This product is covered by one or more of the following U.S. patents D458,431 S; D454,238 S; D441,932 S; D452,760 S; D483,538 S; D487,537 S; D487,538 S; D487,177 S; Canadian patents 88734; 96040 and the optional lock box U.S. patent 6,339,944 B1.
2.3 MATERIALS

A. 3/8” x 1” (10mm x 25mm) vertical solid steel bars; 1/4” x 2” (6mm x 51mm) horizontal solid steel band; 3/8” x 3” (10mm x 76mm) steel support bars; 16 gauge steel dome; 1” x 1” (25mm x 25mm) solid steel dome support; 1/4” x 1” (6mm x 25mm) solid steel dome mount; leveling feet with a 3/8” (10mm) diameter threaded steel shaft. Oil impregnated bronze bushings and stainless steel pivot pins for door movement, standard 3/8” (10mm) solid steel latch assembly or optional patented stainless steel keyed lock assembly.

B. 24 gallon (90 liters) capacity high density plastic liner [weight not to exceed 5 lbs. (2.27 Kg)]

a. Victory Stanley, Inc. plastic inner liners are molded on tooling designed for an owned by Victor Stanley, Inc. They offer maximum capacity and strength with lightweight construction using critical molded ribs, integral handholds, and high strength materials. This minimizes handling difficulty and facilitates easy emptying and storage while affording long service life.

2.4 OPTIONS

A. Lids: Shipped with welded canopy dome lid; available with optional welded canopy dome with stainless steel ashtray.

B. Security: Shipped with standard lockable latch; available with optional patented stainless steel keyed lock assembly.

C. Standard colors: VS Bronze, VS Black, VS Green, VS Tavern Square Green, VS Teal, VS Blue, VS Burgundy, VS Red, VS White, VS Gray (custom colors available, including the RAL range.)

D. Custom plaques and decals: Steel plaques in various sizes and pressure sensitive vinyl outdoor decals.

E. Mounting plate: Standard (1) anchor bolt hole; available with optional (3) anchor bolt holes.

F. Available with optional bottom plate cover.

2.5 FINISHES

A. All fabricated metal components are steel shotblasted, etched, phosphatized, preheated, and electrostatically powder-coated with TGIC polyester powder coatings. Products are fully cleaned and pretreated, preheated and coated while hot to fill crevices and build coating film. Coated parts are fully cured to coating manufacturer’s specifications. The thickness of the resulting finish averages 8-10 mils (200-250 microns).

B. In high salt abusive climates, hot-dip galvanizing before powder coating is available. Hot-dip galvanizing is performed for Victor Stanley, Inc. by an experienced qualified firm to which products are shipped for galvanizing. Hot-dip galvanizing includes an aggressive pre-treatment and immersion in a tank of charged liquid zinc at or around 860°F (460°C). The resulting surface is resistant to rust but has some unevenness resulting from the bonding of the zinc to the steel surface. As a result, the powder-coating surface finish over that galvanized surface may exhibit bumps, unevenness, and may not be as smooth as Victor Stanley, Inc.’s standard finish; this uneven and inconsistent finish is normal for hot-dip galvanizing. Most fabricated metal components and castings can be hot-dip galvanized, please contact manufacturer for details. Galvanized, lids cannot, please contact manufacturer for details.

PART 3 EXECUTION

3.1 INSTALLATION
A. Clearance for 3/4” (19mm) square anchor bolt hole (anchor bolts not provided by Victor Stanley, Inc.). It is not recommended to locate anchor bolts until receptacle is in place. This Victor Stanley, Inc. product must be permanently affixed to the ground. Consult your local codes for regulations.

3.2 PROTECTION
A. Protect products prior to installation by having them remain in the manufacturer’s packaging and container.

END OF SECTION
SECTION 26 5617
PARKING LOT AND SITE LED LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Lighting fixtures, including LED lamps arrangements, drivers, wiring, and lighting controls.

B. Related Requirements:
   1. Division 01 - General Requirements.
   2. Section 26 0500: Common Work Results for Electrical.
   4. Section 26 0526: Grounding and Bonding.
   5. Section 26 0519: Low-Voltage Wires.
   7. Section 26 0923: Lighting Controls Systems.
   8. Section 26 2416: Panel boards and Signal Terminal Cabinets.
   9. Section 26 5000: Lighting.
  11. Section 31 2323: Excavating and Fill for Utilities
  12. Section 32 1313: Site Concrete Work.

1.02 REFERENCES

A. Publications are referenced within the text by their basic designation only. The most current version shall apply.

B. American National Standards Institute (ANSI):
   1. ANSI C82.SSL1 – SSL Drivers.

C. American Society for Testing and Materials International (ASTM):
2. ASTM A595 - Standard Specification for Steel Tubes, Low-Carbon or High-Strength Low-Alloy, Tapered for Structural Use.

D. Federal Trade Commission (FTC):

E. Illuminating Engineering Society of North America (IESNA):
2. IESNA LM-64 – Photometric Measurements of Parking Areas.
5. IESNA TM-15 – Luminaire Classification System for Outdoor Luminaires
6. IESNA TM-21 – Projecting Long Term Lumen Maintenance of LED Light Sources.
7. IESNA RP-13 – Nomenclature and Definitions for Illuminating Engineering.

F. National Electrical Manufacturers Association (NEMA):
2. NEMA WD 7 – NEMA Guide Publication: Occupancy Motion Sensors.

G. Next Generation Lighting Industry Alliance/Department of Energy:

H. Underwriters Laboratories (UL):
1. UL – 1449 – Surge Protective Devices.

1.03 DEFINITIONS

A. Lighting terminology used herein as defined in IESNA RP-16. See referenced documents for additional definitions.
B. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.

C. Clarification: The term “LED light source(s)” is used herein in accordance with IES LM-80 to broadly cover LED package(s), module(s), and array(s).

D. Support Assembly: Means a pole or other support structures, brackets, cross-arms, appurtenances, base, anchorage, and foundation.

1.04 SUBMITTALS

A. List of Materials: Submit a complete list of materials proposed for this section.

B. Shop Drawings: Provide detailed and dimensioned Shop Drawings indicating kind, weight and thickness of materials, method of fitting and fastening parts together, location and number of sockets, size of LED boards and drivers, and complete details of method of fitting suspension and fastening fixtures in place. Provide wiring diagrams for lighting control equipment. Drawings shall contain sufficient information to assemble and install equipment at the Project site without further instructions.

Photometric calculations: Submit calculations with graphic of luminance levels of work and floor planes. Calculations shall comply with IESNA LM-64 recommendations.

C. Performance Reports:
   1. Luminaire photometric reports per IESNA LM-79 including: laboratory name, report number, date, luminaire catalog number, luminaire and light source specifications. Report shall contain lumen values in Backlight, Uplight, and Glare (BUG) zones per IESNA TM-15 and roadway type classifications luminous intensity, zonal lumen summary, and iso-footcandle diagrams, as well as documentation that specified standards and tests methods were followed.

D. Certifications:
   1. LM 79 report at T=0 and T=6000 hours with a summary table showing the percent lumen output change and percent input power change.
   2. Provide LM80 test results to demonstrate L70 life after 6000 hours of test.
   3. LM-80 test data for the LEDs at the three temperatures per LM-80. Provide extrapolation data using and exponential decay function to show the output at 50,000 hours. Provide the Ts value from the IESNA LM-79 and where the point fall in relation to the IESNA LM-80 extrapolated data. Interpolate between the LM 80 data for the Ts temperature.
   4. Provide safety certification and file number as required for the luminaire family that must be listed, labeled or identified per applicable Electrical Code. Applicable testing bodies are determined by the US Occupational Safety Health administration (OSHA), and include ETL, UL, or another Nationally Recognized Testing Laboratory (NRTL).

E. Certified Statements:
   1. Submit manufacturer’s certified statement indicating that the manufacturer has been in the business of fabricating lighting fixtures for outdoor and general area illumination for a minimum of 10 years.
   2. Submit manufacturer’s certified statement indicating that the manufacturer has local service with offices no more than 50 miles from Owner’s central offices.

F. Installation Instructions: Submit manufacturer's written installation instructions for fixtures and accessories.
1.05 QUALITY ASSURANCE
A. Manufacturer’s Qualifications: 10 years in the fabrication of lighting fixtures.
B. Listing and Labels: Light fixtures shall be Underwriters Laboratory (UL) or Nationally Recognized Testing Laboratory (NRTL) listed, and in compliance with applicable industry standards and codes. NRTL test laboratories shall be qualified by the DOE and listed in the DOE SSL website.

1.06 WARRANTY
A. Five years on-site replacement material, fixture finish and workmanship. On-site replacement includes transportation, removal, and installation of new products. Finish warranty shall include warranty against failure or substantial deterioration such as blistering, cracking, peeling, chalking or fading.
B. Five years material replacement warranty for defective or non-starting LED source assemblies, drivers, and power supply units (PSU).
C. LED source assemblies, drivers and power supplies that fail to maintain illuminance levels per Article 2.03.E shall be provided with an additional 10 years warranty.

PART 2 – PRODUCTS

2.01 MANUFACTURERS
A. Lighting Fixtures.
   The approved fixtures shall be Sternberg MS805_LED as indicated on the plan and in these specifications. The MS805_LED luminaire is a modern replica of a popular styled octagonal fixture available with (A) or without (B) spikes. The version with spikes measures 17-1/2”W x 38”H. The cast aluminum hinged roof is appointed with a spiked finial. The luminaire has LED light sources with roof mounted, down lighting optics. The Luminaire shall be UL listed in US and Canada.
B. Fitter - Standard
   The fitter shall be heavy wall cast aluminum. It shall have an inside diameter opening to attach to 3” pole. When ordered with a Sternberg pole, the fitter shall be attached by setscrew to the pole top.
C. LED’s
   The luminaire shall use high output, high brightness LED’s. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED’s and printed circuit boards shall be 100% recyclable, they shall also be protected from moisture and corrosion by a conformal coating of 1 to 3 mils. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. They shall operate in a -40°C (-40°F) to +50°C (122°F) ambient air temperature range. The High Performance white LED’s will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED’s shall be 4500K (3500K or 2700K option) color temperature with a minimum of 70 CRI
D. Optics
The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type_2__ (2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

E. Electronic Drivers The LED driver shall be U.L. Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload as well as short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be dimmable using a 0-10v signal.

F. For sources over 50w: The driver shall have a minimum efficiency of 90%. The driver shall be rated at full load with THD<20% and a power factor of greater than 0.90. The driver shall contain over-heat protection which reduces output to less than half rating if the case temperature reaches 85°C.

G. For sources under 50w: The driver shall have a minimum efficiency of 88%.

H. Photocontrols
   Button Style: On a single assembly the photocontrol shall be mounted on the fixture and pre-wired to driver. On multiple head assembly’s the photocontrol shall be mounted in the pole shaft on an access plate. The electronic button type photocontrol is instant on with a 5-10 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

I. Twist-Lock Style: The photocontrol shall be mounted externally on the fixture and prewired to driver. The twist lock type photocontrol is instant on with a 3-6 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

J. Warranty Seven-year limited warranty. See product and finish warranty guide for details.

K. Finish Refer to website for details.

PART 3 – EXECUTION

3.01 INSTALLATION
   A. Drivers and LED boards shall be permanently labeled with the day of installation with one inch high letters produced with a P-touch or similar permanent labeling system.
   B. Standards shall be installed plumb and straight on concrete footings. Concrete requirements and procedures are as specified in Section 32 1313.
   C. Emergency light fixtures shall be labeled “Emergency Fixture” with one inch high letters produced with a P-touch or similar permanent labeling system.

3.02 TESTING
   A. Check and adjust fixtures for required illumination.
   B. Replace defective drivers and LED boards.
   C. Test and adjust lighting control equipment for proper operation.
3.03 SPARE PARTS
A. Furnish ten percent spare drivers with a minimum of one spare LED board of each type.
B. Furnish five percent spare motion detectors of each type with a minimum of one spare detector of each type.

3.04 HAZARDOUS WASTE DISPOSAL
A. Hazardous waste disposals shall be handled and disposed of by licensed contractor.
B. Store, remove, transport and dispose of hazardous materials in all accordance with state and federal regulations.
C. Provide Owner with copy of manifest and certificate of destruction.

3.05 PROTECTION
A. Protect the Work of this section until Substantial Completion.

3.06 CLEANUP
A. Remove rubbish, debris, and waste materials from all areas of work each day.
B. Clean fixture surfaces of dirt, cement, plaster and debris. Furnish cleansers compatible with material surfaces being cleaned.

END OF SECTION
PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
2. Removal of concrete and bituminous surfaces.
3. Removal of existing fences and gates.

B. Related Requirements:
1. Division 01 - General Requirements.
2. Section 31 2200 - Grading.
3. Section 31 2313 - Excavation and Fill.
4. Section 31 2316 - Excavation and Fill for Pavement.
5. Section 31 2319 - Excavation and Fill for Structures.
6. Section 31 2323 - Excavation and Fill for Utilities.
7. Section 31 2326 - Base Course.
8. Section 32 3113 - Chain Link Fences and Gates.
9. Section 32 9000 - Planting.

1.02 SUBMITTALS

A. Shop Drawings: Submit site plan indicating extent of site clearing.

1.03 QUALITY ASSURANCE

A. Comply with Standard Specifications for Public Works Construction, current edition, as a minimum requirement.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 TREE AND STUMP REMOVAL

A. Remove trees and stumps indicated or required to be removed. Remove trees, together with bulk of roots, to a minimum depth of 4 feet below required grade, and within a radius of approximately 7 feet beyond perimeter of trunk at grade.

B. Fill and compact excavation from tree and stump removal. Fill in 6 inch layers, each compacted to 90 percent of maximum density in accordance with ASTM D1557.

1. Back filling shall not commence until the excavation is inspected and tested.

3.02 CONCRETE AND BITUMINOUS SURFACING REMOVAL
A. Break up and completely remove existing concrete surfacing, curbs, gutters, walks and bituminous surfacing to indicated limits. Cutting shall be performed to a neat and even line with proper tools or a concrete cutting saw. Minimum depth of cut shall be 1 1/2-inch, unless otherwise indicated. Remove concrete broken beyond the indicated limits to the nearest joint or score line and replace with new concrete to match existing.

3.03 FENCING

A. Where existing project site are placed that are intended as site protection, the removal of those fences, when necessary for construction, shall be carefully coordinated with adjacent Contractors and the Owner.

B. Fencing indicated to be removed and not reinstalled shall be completely removed, including footings. Fill and compact excavations.

3.04 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

END OF SECTION
PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
   1. General exterior grading, cutting and filling, including grading for building area, paving, planting areas, banks and hillsides.

B. Related Requirements:
   1. Division 01 - General Requirements.
   2. Section 31 1000 - Site Clearing.
   3. Section 31 2313 - Excavation and Fill.
   4. Section 31 2316 - Excavation and Fill for Pavement.
   5. Section 31 2319 - Excavation and Fill for Structures.
   6. Section 31 2323 - Excavation and Fill for Utilities.
   7. Section 31 2326 - Base Course.
   8. Section 32 9000 - Planting.

1.02 PROJECT REQUIREMENTS

A. General:
   1. Fees: Pay as required by authorities having jurisdiction over the area.
   2. Bonds: Post as required by authorities having jurisdiction over the area.
   3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.
   4. Before grading, contact DIG TESS and all other applicable campus, local, and state authorities for information on public buried utilities and pipelines. Retain the services of an underground utility locator for on-site utilities.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials shall conform to requirements specified in this and related sections.

PART 3 - EXECUTION

3.01 PREPARATION

A. Protect and maintain installed stakes until their removal is required for the Work. Provide replacement grade or location stakes lost or disturbed.
B. Install grade stakes and compare to indicated grades. If discrepancies are found between existing grades and grades indicated on Drawings, do not proceed until discrepancies are resolved.

3.02 ROUGH AND FINE GRADING

A. Rough grade area sufficiently high to require cutting by fine grading:
   1. Grade area for bituminous surfacing and other paving to the indicated grades, equal to the section of the indicated base and pavement.
   2. Slope banks to required finish grades as cut progresses or leave cuts full and finish grade by mechanical equipment to provide grades and soil densities indicated on the Drawings.
   3. Rough grade, fill and compact banks beyond indicated finish grades. Finish grade banks and slopes to indicated grades and specified soil densities.
   4. Grade Only Areas: In areas not indicated to receive pavement, rough grade to approximate finish grades and then scarify, moisten and roll to obtain required density and indicated finish grades.
   5. Tolerances: Finish grades shall be within a tolerance of 0.05 inch per foot above or below grades indicated. Provide an average grade as indicated.

B. Base or Subgrade:
   1. After subgrade has been constructed to approximate required grades, scarify to a depth of at least 6 inches:
      a. After scarifying, process loosened material to a finely divided condition and adjust moisture content to optimum condition by addition of water, addition and blending of dry suitable material, or by drying of existing material.
      b. In areas where there will not be turf, trees, or planting beds, the subgrade material shall be compacted by tamping, sheepsfoot rollers or pneumatic tire rollers. Required relative compaction shall be [90] percent standard proctor minimum for the top 6 inches below subgrade.
      c. In areas where there will be turf, trees, or planting beds, the subgrade material shall be placed and allowed to settle so as to meet the finished grades shown on the drawings. Contractor may wet subgrade material in order to hasten the settlement of the soils. Under no case shall heavily compacted soils be placed within areas where there will be turf, trees, or planting beds.
      c. Install base course in accordance with Section 31 2326 - Base Course.
   2. Tolerance of completed grades of base or subgrade shall not vary more than 0.03 inch per foot from grades indicated. Provide an average grade as indicated.

3.03 SHORING

A. Provide shoring as necessary to properly and safely support earth sides of excavations, and existing curbs, sidewalks, gutter, drives and stairs, against movement and collapse.
B. Design and Calculations: Provide in accordance with requirement of OSHA.
C. Remove shoring upon completion of the Work of this section or when no longer needed unless required otherwise by authorities having jurisdiction.
3.04 EXCESS MATERIAL DISPOSAL
A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.05 PROTECTION
A. Protect the Work of this section until Substantial Completion.

END OF SECTION
SECTION 31 23 16
EXCAVATION AND FILL FOR PAVING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
1. Excavating, backfill, and compacting for paved areas.
2. Installation of fill materials.

B. Related Requirements:
1. Division 01 - General Requirements.
2. Section 01 4524 - Environmental Import/Export Material Testing.
3. Section 31 1000 - Site Clearing.
4. Section 31 2200 - Grading.
5. Section 31 2323 - Excavation and Fill for Utilities.
6. Section 32 2326 - Base Course.
7. Section 32 0117 - Pavement Repair.
8. Section 32 1216 - Asphalt Paving.
9. Section 32 1313 - Site Concrete Work.

1.02 PROJECT REQUIREMENTS

A. Import and Export of Earth Materials:
1. Fees: Pay as required by authorities having jurisdiction over the area.
2. Bonds: Post as required by authorities having jurisdiction over the area.
3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.

1.03 SUBMITTALS

A. Imported Soils: A geotechnical engineer, retained by the Owner as an Owner Consultant, shall obtain initial product Sample for testing in accordance with the terms of Article 3.05 of this section.

1.04 QUALITY ASSURANCE

B. Sampling, testing, and certification of imported and/or exported soils shall be performed in accordance with Section 01 4524 - Environmental Import/Export Material Testing.

1.05 PROJECT CONDITIONS

A. Information on Drawings or in soils report does not constitute a guarantee of accuracy or uniformity of soil conditions over the Project site.
B. A copy of the foundation investigation and soils report is available for examination at the Architect’s office during regular office hours of Architect.

PART 2 - PRODUCTS

2.01 BASE MATERIALS


B. Bituminous Surfacing: As indicated on Drawings and specified in Section 31 2326 - Base Course.

2.02 FILL AND BACKFILL MATERIALS

A. Fill and backfill materials shall be previously excavated materials or imported fill material, free of clods and stones larger than 3-inch, foreign materials, vegetable growths, sod, expansive soils, rubbish and debris. Material shall conform to these specified requirements and related sections.

B. Fill material exhibiting a wide variation in consistency and moisture content shall be blended or aerated to stabilize and upgrade the material.

C. Imported Fill Material:
1. Provide suitable materials obtained from Project site excavations for earthwork and fill materials. If excavated materials are not of suitable quality or sufficient quantity, import additional materials as necessary.

2. Imported fill shall be a granular material with sufficient binder to form a firm and stable unyielding subgrade and shall not have more than 60 percent of fines passing 200 mesh sieve. Material shall have a coefficient of expansion of not more than 2 percent from air dry to optimum moisture content and not more than 6 percent from air dry to saturation. Imported material shall be clean and free of rubbish, debris, and toxic or hazardous contaminants. Adobe or clay soils are not permitted.

D. Other Fill Materials: Brick rubble and broken concrete originating from the Project site may be legally disposed of off the Project site or incorporated in fill, if reviewed by a geotechnical engineer, retained by the Owner as an Owner Consultant. Unless otherwise required, no such materials may be imported from outside the Project site.

E. Permeable Backfill:
1. Provide permeable backfill material behind retaining structures consisting of gravel, crushed gravel, crushed rock, natural sands, manufactured sand, or combinations of these materials conforming to the following gradations:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percentage Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4 inch (19mm)</td>
<td>100</td>
</tr>
<tr>
<td>3/8 inch (10mm)</td>
<td>80 to 100</td>
</tr>
<tr>
<td>No. 1000 to 8</td>
<td></td>
</tr>
<tr>
<td>No. 2000 to 3</td>
<td></td>
</tr>
</tbody>
</table>

2. Those portions of fill material passing a No. 4 sieve shall provide a sand equivalent of at least 60.
3. Provided backing for weep holes shall consist of two cubic feet of aggregate in burlap sacks, securely tied. Aggregate shall conform to requirements for No. 3 concrete aggregate as specified in subsection 200-1.4 of the Standard Specifications for Public Works Construction.

4. Permeable Backfill Alternate Materials: Instead of the materials specified for retaining structures backfill, a drainage matting system, Miradrain by Mirafi, Inc., or equal, may be provided if reviewed by the Architect.

PART 3 - EXECUTION

3.01 SITE PREPARATION

A. Clear the Project site as required in Section 31 1000 - Site Clearing.

3.02 PROTECTION

A. Protect and guard excavations against danger to life, limb, and property as required by, but not limited to, Cal-OSHA regulations.
B. Protect adjacent existing improvements including landscaping against damage.

3.03 EXISTING UTILITY LINES

A. Protect existing utility lines from damage or displacement.
B. Remove conduits or pipes not in service, exposed during Work, unless a minimum cover of 2 feet is provided. Remove concrete, clay or other non-metallic pipe over 8 inches in diameter, unless otherwise indicated.

3.04 EXCAVATION

A. Unclassified Excavations: Comply with the Standard Specifications for Public Works Construction, Section 300: "Earthwork," except as modified herein.

3.05 FILL

A. Unclassified Fill and Compaction: Comply with the Standard Specifications for Public Works Construction, Section 300: "Earthwork," except as modified herein.
B. Provide fill materials as specified in Part 2 - Products. If excavated materials from the Project site are not of required quality or sufficient quantity, import additional materials as necessary.
C. In addition to the requirements of this section, import and/or exported materials shall comply with the requirements of Section 01 4524 - Environmental Import/Export Material Testing. Imported fill materials shall be sampled by a geotechnical engineer, retained by the Owner as an Owner Consultant, for compliance with the requirements of Part 2 of this Section. The geotechnical engineer, retained by the Owner as an Owner Consultant, shall submit samples to a DSA approved independent approved testing laboratory for testing. Initial sampling shall be performed by the geotechnical engineer, retained by the Owner as an Owner Consultant, before importing material to the Project site. Identify the location of the source site in addition to the address, name of the
person and/or entity responsible for the source site. The geotechnical engineer, retained by the Owner as an Owner Consultant, shall obtain both the initial and additional samples from the identified site and shall submit samples to the approved independent testing laboratory for testing.

The geotechnical engineer, retained by the Owner as an Owner Consultant, shall perform additional sampling during import operations. If the total quantity of import is determined to be greater than 1,000 cubic yards of material, one sample shall be obtained and submitted for testing tested for each 250 cubic yards of imported material. If the total quantity of import is determined to be less than 1,000 yards, one sample shall be obtained and submitted for testing for each 100 cubic yards of imported material.

The independent approved testing laboratory shall perform the required tests and report results of tests noting if the tested material passed or failed such tests and shall furnish copies to the Project Inspector, Architect, OAR, Contractor, and others as required. Report shall state tests were conducted under the responsible charge of a licensed State of Texas professional engineer and the material was tested in accordance with applicable provisions of the Contract Documents, CBC, and the DSA. Upon completion of the Work of this section, the independent testing laboratory and geotechnical engineer shall submit a verified report to the DSA as required by CBC.

Bills of lading or equivalent documentation will be submitted to the Project Inspector on a daily basis. Upon completion of import operations, provide the OAR a certification statement attesting that imported material has been obtained from the identified source site.

3.06 INSTALLATION OF MATERIALS

A. Fill or backfill materials shall be installed in horizontal layers of 6 inches, unless otherwise required. Each layer shall be evenly placed and moistened or aerated as necessary. Unless otherwise reviewed by the geotechnical engineer, retained by the Owner as an Owner Consultant, each layer of fill material shall cover the length and width of the area to be filled before the next layer of material is installed. Top surface of each layer shall be installed to an approximate level with a crown or crossfall of at least 1 in 50, but no more than 1 in 20. Provide adequate drainage at all times during construction of the Work of this section.

3.07 COMPACTING

A. Each layer of fill material shall be compacted by tamping, sheepsfoot rollers, or pneumatic-tired rollers to provide specified relative compaction. At inaccessible locations, provide specified compaction by manually held, operated and directed compaction equipment.

B. Unless otherwise indicated, compact each layer of earth fill to a relative compaction of at least 90 percent.

C. When fill materials, or a combination of fill materials, are encountered or provided which develop densely packed surfaces as a result of installation or compacting operations, scarify each compacted layer before installing the next succeeding layer.

3.08 INSPECTION AND TESTING
A. The geotechnical engineer, retained by the Owner as an Owner Consultant, will inspect and test excavations, sample material quality as required in Part 2, and observe installation and compaction of fill materials.

B. The geotechnical engineer, retained by the Owner as an Owner Consultant, will sample imported fill materials from their designated source before delivery to the Project site.

C. Installation of backfill shall be observed by the geotechnical engineer, retained by the Owner as an Owner Consultant.

D. The geotechnical engineer, retained by the Owner as an Owner Consultant, will inspect and test excavation Work before the installation of fill and/or other materials.

E. Compaction: Test compaction in accordance with ASTM D1557, Method C.

3.09 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.10 CLEANING

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION
PART 1 - GENERAL

1.1 SUBMITTALS

A. A complete listing of all manufacturers, products, model numbers, and designs proposed for use in this scope of work shall be required.

A. Maintain two (2) current copies of all shop drawings showing locations of underground piping, wires, sleeves, valves, etc. for easy and quick reference by anyone inspecting the project site. Copies should show location as well as the exact sizing of irrigation lines, valves, and wiring components.

1.2 RELATED DOCUMENTS AND QUALITY ASSURANCE

A. All work done in accordance with all applicable ordinances of the State of Texas, the City of Wichita Falls, and Midwestern State University.

B. Any and all permits, licenses, etc., or other requirements shall be supplied by the Texas licensed Landscape Irrigator. Applicable provisions of conditions of the contract and special conditions govern this work.

C. It is the intent of the drawings and specifications that the sprinkler system works as set out herein shall constitute a totally complete system serving all areas as set on the drawings. In the event of any omission, or if cause for doubt should arise in connection with the description, the inclusion or exclusion of any required item or items, bidders shall request clarification from the Owner and obtain same to establish total understanding of all requirements. The submission of bid will be construed as evidence that the Contractor understands clearly and fully all requirements of the work.

1.3 DESCRIPTION OF WORK

The drawings on which these specifications are based are generally diagrammatic and indicative of the irrigation system to be installed. Due to the scale of drawing, it is not possible to indicate all offsets, fittings, and sleeves, which may be required to meet site conditions. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, additions, or differences would cause the designed system to be ineffective. Differences should be brought to the Owner, who will make any necessary changes. This work shall be considered incidental to the project. In the event that this notification is not performed, the Contractor shall assume full responsibility for any revisions necessary.

The furnishing and installing of the sprinkler components as shown on the plans, ready for operation, shall include but not be limited to the following:
A. All piping, trenching sleeves, remote electric valves, controllers, anti-siphon devices, etc.,
installed as shown on the plans and required to provide distribution of water to all sprinkler heads
indicated and/or specified.

B. All sprinkler heads installed as specified and as shown on the plans as required to provide
adequate controlled water to all areas.

C. All booster pumps and accompanied skids, plumbing, wiring, ect. necessary to provide the
pumping and hydraulic requirements necessary as specified on the drawings and in these
specifications.

D. All electrical material, telephone or cable connections and labor required to connect primary
electrical service and control modules.

1.4 WORK BY OTHERS

A. The Contractor will be responsible for providing a licensed electrician to connect any controller to
the site's power source.

1.5 DEFINITIONS

A. "Sprinkler Mains" are the portion of piping from water source to operation valves.

B. "Lateral Piping" is that portion of the piping from the operating valves to the sprinkler heads.

C. "Re-use Lines" refer to existing or proposed piping that carries treated, non-potable water.

1.6 SUBSTITUTIONS

Material shall be as specified. The Owner has standardized the campus to Hunter Irrigation
Products. To ensure compatibility, all components must be Hunter products. Substitutions must
have the approval of the Owner in writing prior to bid opening and installation.

1.7 SHOP DRAWINGS AND SAMPLES

The Contractor is to provide shop drawings and samples as necessary to identify materials and
layout of said materials. By submitting shop drawings and samples, the Contractor thereby
represents that it has determined and verified all field measurements, field construction criteria,
materials and similar data, or will do so; that it has checked and coordinated each Shop Drawing
and Sample with requirements of the work and of the Contract Documents.

1.8 AS-BUILT AND ENGINEERED DRAWINGS

The Contractor is to provide "As-Built" Drawings on reproducible plans furnished as provided by
the Owner. Information to be included will be: "As installed" dimensional locations from
permanent fixed points, such as building walls or corners, sidewalks, curbs, etc. Drawings should
show actual measurements from fixed points to locations of system components, such as electric
valves, quick couplers, mainlines, heads, and control boxes. Dimensions are to be recorded on
the drawings so that maintenance personnel can locate and service these items. Engineered
shop drawings shall be provided by the Contractor for the pump station configuration. These drawings may be prepared by the manufacturer of the pumping equipment as noted under Section 2.7 of these specifications.

PART 2 - MATERIAL SPECIFICATIONS

2.1 POLYVINYL CHLORIDE PIPE

Polyvinyl chloride pipe (PVC) shall have been manufactured in accordance with the standards as follows:

A. All mainlines 3” or larger shall be Gasketed Schedule 40 pipe, all mainlines below 3” shall be solvent welded Schedule 40 pipe, and all laterals shall be minimum SDR-21 (Class 200) specification.

2.2 PIPE FITTINGS

A. All PVC fittings shall be Schedule 40 solvent weld type, which are compatible to PVC pipe. All fittings shall conform to ASTM #D24464 and D264 for plastic pipe fittings.

B. When taps involve transit lines located on campus, Schedule 80 fittings should be used.

C. Schedule 80 fittings should be used on all 4” x 4” x 2” tees. All fittings of the following configurations shall be ductile iron push-on fittings: 90’s, 45’s, 22’s, and 4” x 4” x 4” tees.

D. All solvent shall conform to ASTM #D2564 solvent cement for PVC pipe and fittings.

2.3 VALVE INSTALLATION

Electric remote valves shall be supplied in accordance with the size and specifications shown in the plan. All valves are to be 100 series Irritrol Century valves with purple NP solenoids and omni regs installed. Remote control valves shall be solenoid-operated, diaphragm, global type with 150 psi CWP rating, having IPS threads and suitable for underground burial without protection.

A. Valves shall be installed in level position. Valves shall be installed deep enough so that there will be a minimum of 12” of cover over the valve.

B. DBY wire connectors shall be used on all valves.

C. Manufacturer’s specifications and installation instructions for the valve supplied shall become a part of these specifications.

D. A heavy-duty design valve box will be installed over each valve. The box shall be of heavy gauge plastic construction and have a lockable type lid. All valve boxes are to be jumbo with purple non-potable lids. The box will be installed so that the top is level with grade.
2.4 AUTOMATIC CONTROLLERS

The system shall be controlled by a wall mounted self-contained electrical irrigation controller. Required controller shall be a Hunter controller equivalent to an ESP-SAT RainBird 40-station controller (ICC2 with metal cabinet) with a minimum of 110% of the stations needed on the plans and must match all other clocks on campus for future automated controls. All controllers need to be able to communicate with the University’s Central Control Station, and the necessary cable or phone lines required for this capability shall be included in this project scope.

2.5 TECHLINE DRIP IRRIGATION

Techline shall consist of nominal sized one-half inch (½”) low-density linear polyethylene tubing with internal pressure compensating, continuously self-cleaning, integral drippers at a specified spacing, (12”, 18”, or 24” centers) or blank tubing without drippers. The tubing shall be brown in color and conform to an outside diameter (O.D.) of 0.66 inches and an inside diameter (I.D.) of 0.56 inches. Individual pressure compensating drippers shall be welded to the inside wall of the tubing as an integral part of the tubing assembly. These drippers shall be constructed of plastic with a hard plastic diaphragm retainer and a continuously self-flushing elastomer diaphragm capable of flushing any dirt or debris that may enter the dripper, extending the full length of the dripper. The dripper shall have a built-in physical root barrier whereby the water shall exit the dripper from a point different than where it shall exit the tubing. This physical barrier shall create an air gap inside the tubing.

A. Each dripper shall have the ability to independently regulate discharge rates, with an inlet pressure between seven to seventy (7 - 70) pounds per square inch (psi), at a constant rate of flow and with a manufacturer’s coefficient of variability (Cv) of 0.03 or less. Recommended operating pressure shall be between 15 - 50 psi. The dripper discharge rate shall be 0.4, 0.6, or 0.9 gallons per hour (GPH) utilizing a combination turbulent flow/reduced pressure compensation cell mechanism and a diaphragm to maintain uniform discharge rates. The dippers shall be capable of continuously cleaning themselves while in operation. The dripper line shall be available with 12”, 18”, and 24” spacing between drippers unless otherwise specified. For subsurface installation, Techline pipe shall be placed on the finished soil grade prior to decomposed granite installation. Maximum system pressure shall be 50 psi. Filtration shall be 120 mesh or finer. Bending radius shall be 7”. For on-surface or under mulch installations, 6” metal wire staples (TLS6) shall be installed 3’-5’ on center, (depending on soil type) and two staples shall be installed over every change-of-direction fitting. Techline shall be a Netafim Model Number as specified on the sealed drawings.

PART 3 - INSTALLATION SPECIFICATIONS

3.1 INSTALLATION, GENERAL

A. Before installation is started, the Contractor shall place a stake where each sprinkler head is to be located in accordance to the drawings. The staking shall be approved in writing by the Owner before installation is started. Should a discrepancy in the plans become apparent at this time, in regard to the location of the areas to be watered, such discrepancy shall be pointed out to the Owner. Work must not proceed until the Owner approves or alters the discrepancy. Should such
changes create extra cost to the Contractor, approval for agreed upon extra compensation must be obtained in writing from the Owner before commencing work.

B. The Contractor is cautioned to provide adequate protection to all individuals that may be using the site. Provide barricades as necessary over holes and trenches and install “Caution” signs in traffic ways.

C. Holes and trenches cannot be left open for more than 24 hours without written permission from the Owner. All holes must be barricaded at all times when open. Trenching shall be done in a manner so as to avoid going under the “drip” or “canopy” line of existing trees on site.

D. All horizontal obstructions, such as street, sidewalks, permanent trails, curbs, etc. will be bored under rather than cut. Location and protection of all above and below-grade utilities shall be solely the Contractor’s responsibility and liability.

E. After head installation, the Contractor shall take all necessary action to adjust the throw radius and direction of each head so as to prevent the head from spraying buildings, over sidewalks, parking lots, etc. If necessary, change nozzle sizes to accommodate necessary throw.

F. During the course of the installation, the Contractor shall take all means necessary to insure that the water supply to the landscapes of the Library and Mesa Building remain operational at all times.

G. The Contractor shall be responsible for the placement of all sleeves necessary for irrigation construction. All sleeves shall be Schedule 40 pvc. All sleeves shall be 6” diameter and capped, flagged, and buried 24” below finished grade. Any pavement span greater than 24” shall receive a sleeve.

3.2 EXCAVATION AND BACKFILL, GENERAL

C. All excavation in this project shall be unclassified and is to include earth, loose rock, rock or any combination thereof. The Contractor shall not be allowed extra compensation should hard soil or rock be encountered on this project.

D. All trenches shall be backfilled with the material removed except where special backfill specifications or certain pipe may specify otherwise. No surplus or discarded material or debris shall be included in the backfill. All excess backfill shall be removed from the campus. All trenches and adjoining areas shall be hand-raked so to leave the grade in as good or better cover-up inspection condition than before installation.

E. All trench backfill shall be flooded and compacted in order to prevent settling.

F. All installed work will be made available for inspection by the Owner’s Inspector before backfill and cover-up may be done.
3.3 FINAL CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site all surplus and discarded materials and debris.

3.4.1 ELECTRICAL WORK

A. The Contractor is responsible for all electrical work, including booster pump installation, required to satisfy the end result of this project. All wires that are cut while trenching shall be spliced and put in a grey valve box and indicated on as-built drawings. All electrical work must be inspected and approved by the Owner’s Inspector. All wire splices shall be DBY or DBR type splices or other as approved by Owner in writing.

3.5 PIPE INSTALLATION

A. General

1. Sprinkler mains shall be installed in an 8" wide trench with a minimum of 24" cover.
2. Lateral piping shall be installed in a 6" wide trench, deep enough to allow for the installation of sprinkler heads and valves as per detailed installation instructions for each item, but in no case shall lateral lines be installed with less than 18" of cover.

B. PVC Pipe

1. All rubbish and rocks shall be removed from the trenches. Pipe shall have a firm, uniform bearing for the entire length of each pipeline to prevent uneven settlement. Pad the trenches with dirt or sand should the soil be extremely rocky.
2. Never lay PVC pipe when there is water in the trench or when the temperature is 40 degrees or below.
3. Piping shall be kept clean and all foreign matter or dirt shall be removed from inside the pipe before solvent welding and after laying of pipe.
4. Water flooding of trenches is required before and during backfill. Tamping of backfill soil shall be done to the satisfaction of the Owner.
5. The Contractor is cautioned to use care in the handling of the pipe. Any pipe that is cracked, dented, or damaged will be discarded and shall not be used on this project.
6. Any PVC fitting larger than 2-1/2" shall have a concrete thrust block installed.

C. PVC Pipe and Fitting Assembly

The Contractor shall use only the solvent supplied and recommended by the manufacturer to make solvent-welded joints. The Contractor shall follow these steps in applying the solvent:

1. Apply an even coat of solvent to the outside of the pipe. Then apply solvent to the inside of the fitting, make sure that the coated area on the pipe is equal to the depth of the fitting socket.

2. Insert pipe into the fitting and turn the pipe 1/4 turn. Check all tees and ells for correct position, then hold joint for 15 seconds so that the pipe is firmly welded to the fitting.

3. Allow 15 minutes set-up time for each welded joint before moving.
4. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded. Teflon tape only will be used on threads. Absolutely no "pipe dope" will be used.

5. All pipe and fittings 2-1/2" and larger shall be sanded prior to applying solvent. Several PVC joints shall be randomly selected and removed from the piping system for inspection. The number of joints removed shall be dependent on the number of joints found to be not properly bonded.

3.6 HEAD INSTALLATION

A. All soil within a 12" radius of the heads shall be heavily compacted so as to prevent damage to the head or riser.

B. All lines shall be flushed thoroughly prior to the installation of the heads.

PART 4 - WARRANTY AND GUARANTEE

4.1 MATERIALS AND WORKMANSHIP

A. Materials and workmanship shall be fully guaranteed for one (1) year after installation and acceptance of the system. Replacement of defective material or repair of work shall be done at no expense to the Owner during the first year, except for repairs or replacement necessitated by damage not of Contractor’s making.

B. Raising and lowering heads to the proper height, filling trenches that have settled, packing the earth firmly around the heads and quick couplers will be considered part of the warranty work and done at no charge to the Owner for one year after acceptance of the system.

C. The Contractor will provide the Owner with a record drawing showing the dimensional location of all electric valves, wire routes, mainline routes, lateral routes, location of heads, etc.

D. The Contractor shall provide operating instructions and maintenance instructions to the Owner in writing at time of completion.

E. The Contractor will provide service and maintenance manuals on all major items in the installation.

F. Maintenance and guarantee as stated above does not include alterations necessitated by re-landscaping, addition of trees, re-grading, or the addition and changes in walks, walls, driveways, etc.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

RELATED DOCUMENTS:

A. All work shall be done in accordance with all applicable ordinances of the City of Wichita Falls, Texas, and Midwestern State University.

B. Any and all permits, licenses, etc., or other requirements shall be supplied by the Contractor. Applicable provisions of conditions of the contract and special conditions govern this work.

1.2 DESCRIPTION OF WORK:

The extent of the landscape installation work is shown in the drawings that accompany these documents. Where there is any doubt as to the degree of work to be completed, it is the Contractor’s responsibility to contact the Owner or the Landscape Architect in writing in order to clarify the situation. The Contractor will be held responsible for completing all work shown in contract, regardless of cost incurred to his business, if he fails to perform any part of this contract.

1.3 JOB CONDITIONS:

A. Site Examination: The Contractor shall make an examination of the site of the proposed work and completely familiarize himself with the nature and extent of the project. No extra compensation will be allowed for any work made necessary by unusual conditions of obstacles encountered during the process of the work, when conditions or obstacles are readily apparent upon a visit to the site. If there are any discrepancies between the drawings and the actual site conditions, the Contractor shall notify the Owner and the Landscape Architect prior to the submission of bids.

B. Utilities: During execution of the work, utmost care shall be exercised to prevent damage to any utility, structures, or right-of-way. The Contractor shall be responsible for locating and protecting all underground utilities and structures. Any damage to existing utilities and/or structures shall be paid for at the Contractor’s expense. If in the course of work, underground utilities are encountered and are in conflict with the Contractor’s work, the Contractor shall contact the Owner and the Landscape Architect immediately, and they will recommend necessary adjustments. Changes of this nature are considered incidental to the work and shall not entitle the Contractor to additional compensation.

C. Excavation: When conditions are met below grade that may prove detrimental to the health of the plant material, the Contractor shall immediately notify the Owner and the Landscape Architect. A rock allowance will not be granted on this project.

D. Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. Should question arise as to the most suitable time for any or all of the plant material to be installed, the Contractor shall present in writing to the Landscape Architect.
and Owner justification for postponing installation until stated. It is the Contractor’s responsibility
to notify the Owner prior to installing any plant material. The Owner has the right to suspend
planting of any material for a period of up to 180 days at no additional incurred cost.

1.4 QUALITY ASSURANCE:

A. Experience: The Contractor shall have had a minimum of 3 years previous experience in
installing landscapes in the climate in which this installation is taking place. Contractor shall
provide the Owner with a list of at least 3 previous jobs that had a similar budget and project
scope. Contractor shall provide names, addresses, and phone numbers of clients on these jobs
so that the Owner may check references. Contractor shall be insured firm that specializes in
landscape work, and shall be fully licensed to perform any or all tasks that require licensure by
the State of Texas.

B. Substitutions: When the Landscape Architect is furnished sufficient evidence that a specified
plant or product cannot be practically obtained on the market, the Landscape Architect may
approve in writing the use of approved alternate material. Any substitutions must be made prior
to bid submittals. Substitutions made without written consent of the Landscape Architect will be
rejected.

C. Standards: All nursery stock shall conform to or exceed those standards as set forth in the most
recent publication of “American Standard for Nursery Stock”, as published by the American
Association of Nurserymen. Where discrepancies arise as to the common name of a plant versus
the scientific name of a plant, the scientific name shall govern.

D. Labeling: All labels shall be removed from materials after inspection by the Landscape Architect
or a representative of the Owner.

E. Inspection: The Owner has the option to review, accept, or reject, any or all plant material at any
time during the installation. When plant material is rejected, there shall not be any additional cost
incurred to the Owner or the Landscape Architect.

F. Transportation, Acceptance, and Delivery: All trees, shrubs, groundcovers, bedding plants, and
vines shall be transported to the Contractor’s holding yard by a fully enclosed or heavily tarped
transport. The Contractor shall contact the Landscape Architect 24 hours before the material
arrives. After the material has arrived at the holding yard, the Landscape Architect shall inspect
all materials to insure compliance with specifications. Any or all plant material that does not meet
the set specifications shall be rejected at this time, and all cost associated with securing new
material in a timely basis shall be incurred by the Contractor. After inspection, the Contractor
shall carefully coordinate a schedule with the Owner, Landscape Architect, and Contractor for
installation. Delivery shall be made to the job site by a fully enclosed or tarped trailer. Plant
material cannot be left on the job site overnight, and the Contractor shall not be allowed to leave
any holes uncovered at any time other than the actual time of installation. The Contractor shall
not be allowed to store any equipment, vehicle, or machinery on the Owner’s property at any time
during the contract’s duration.
1.5 SUBMITTALS:

A. OWNER’S Right to Waive Submittal Formalities: The Owner reserves the right to waive any or all formalities associated with submittals or product quality if it feels that it is in the Owner’s best interest.

B. Certification: Submit any and all state and federal certifications stating that the plant materials are free from disease and insects. Submit proof of any and all state or federal certifications or licensing for those individuals whose trades require certification or licensure.

C. Fertilizers: The Contractor shall submit a list of all fertilizers and/or chemicals that will be used on the property. MSDS sheets shall accompany those submitted.

D. Mulch: The Contractor shall submit 1 bag of the specified mulch for approval by the Landscape Architect. The bag shall be the original bag that the product was packaged in, or if in bulk, a copy of product specifications from the manufacturer shall be submitted for approval prior to delivery.

E. Soil Amendments: All soil amendments must be submitted prior to installation in the planting areas. Certification of product source must accompany submittal. If the product is packaged, the package must be the original that the material was shipped in.

F. Soil Samples: The Owner can, at it’s expense, test the existing soils on the site and provide a copy of the results to the Contractor.

1.6 PROJECT WARRANTY:

A. The Owner reserves the right to waive all warranties and guarantees if it feels that is in it’s best interest to do so. All such notices must be in writing and signed by a representative of the Owner.

B. Trees, Shrubs, and Vines: All trees, shrubs, and vines shall be guaranteed for a period of two (2) years after the date of substantial completion as set forth by the Landscape Architect. Reason for replacement shall include death or unsatisfactory growth. The Contractor is not responsible for replacement if the plant material is deemed to have died as a result of Owner negligence, fire, hail, windstorm, lightning, gas leaks, or abuse or damage by others. In the event a replacement is needed during the year, the Contractor shall notify the Owner prior to the installation. All replacements shall be equal to or better than the quality of the plant materials being replaced. The Owner shall bear no cost whatsoever in replacements. Replacements shall be made during the season deemed most acceptable for plant success by the Landscape Architect.

C. Groundcovers: All groundcovers in containers of 4 inches or less shall be guaranteed for 1 year after the date of substantial completion. Any material that is not performing to the Landscape Architect’s expectations during this period shall be replaced at no expense to the Owner.

D. Grass: Grass areas that have been sodded, seeded, sprigged, or hydromulched shall be guaranteed to provide a full and vigorous stand of grass within 90 days after the date of installation. During that time frame, the Contractor shall monitor the condition and maintenance of the growing grass, and shall re-seed, hydromulch, or sprig areas where coverage is not 100%,
as determined by the Landscape Architect. Where, after the 90 day growth period, grass has not germinated and grown to the satisfaction of the Owner, the Contractor shall be required to replace with quality sod, all of those areas in question at no cost to the Owner.

1.7 PRODUCTS:

A. Planting Mix: Planting mix material used for backfilling all planting pits shall be prepared in the following proportions by volume. Entire bed areas do not need preparation, only the area within 3 times the size of the container that the plant was delivered in shall be prepared.

70% Sandy-Loam Topsoil equal to that described under item A.1.2 below.
30% Organic Mulch material as described under item A.1.1 below:

B. Organic Mulch: Soil amendment material as required in the backfill mix shall be 100 percent organic sterile composted material equal to that as manufactured by:

Back to Earth Resources, Inc.
5535 Vale Blvd., Suite 200
Dallas, Texas, 75206 Ph. 800-441-2498

C. Topsoil: Soil shall be a red sandy-loam soil similar in characteristics as existing soil in the area. Soil shall be free of noxious weeds, grass, nutgrass, sterilants or other chemicals, trash, and any other debris or item that may prove detrimental to the overall health of the plant. Soil amendment shall be tilled into the sandy-loam soil at a depth of no less than 14 inches. After installation of plant materials, all beds shall be covered with a minimum of 3 inches of decomposed granite, a sterile hardwood mulch, or an approved equal.

D. Fertilizer: All fertilizer used shall be delivered in bags or containers clearly labeled showing the product’s analysis. A mycorrhizal fungi planting inoculant shall be used in all bed areas and around all trees on this project. The guaranteed analysis shall consist of 4% nitrogen, 7% phosphorus, and 4% potassium, plus micronutrients. Fertilizer shall be evenly distributed in all bed areas where plants will be installed at the rate of 25 pounds per 500 square feet prior to the installation of the plant material. Installation should only occur directly in the location of the new plantings, and not in areas of cobblestone. All walks or other concrete areas adjacent to the beds shall be thoroughly swept in order to prevent fertilizer from staining surface when wet. The beds shall then be thoroughly flooded so as to assure water penetration to the base of the plant’s root zone. All trees shall receive endo and ecto-mycorrhizal fungi at a rate of 3 oz. per 1” caliper DBH of tree.

E. Decomposed Granite: The work required for the decomposed granite installation includes the furnishing all materials, labor, tools and equipment, and in performing all operations necessary to complete installation of decomposed granite paving areas and related work in accordance with the drawings and specifications and subject to the terms and conditions of the contract or as directed by the Landscape Architect. The areas to receive decomposed granite shall be finished accurately to the grades and cross-sections as shown on the plan. The subsurface material shall be compacted to 95% of maximum density, at optimum moisture, as determined by the A.A.S.H.O. Method T-99-82. The exact amount of all materials shall be determined in the field in order to produce the desired durability, density, and uniformity. Provide a one-quart size submittal for approval. A source for decomposed granite may be found at:
MAG Materials
Phone: 325-251-6684
or
Alamo Stone
Phone: 281-240-4600

1. Clean, hard, durable particles or fragments of .75” minus of a color to be selected by the Owner. Material shall be made from decomposed granite. Fines shall be evenly mixed throughout the aggregate. When produced from gravel, 50% by weight of the material retained on a No. 4 sieve shall have one fractured face.

2. The portion retained on the No. 4 sieve shall have a max. percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77.

3. The portion passing a No. 40 sieve shall have a max. liquid limit of 25 and a max. plasticity index of 7, as determined by AASHTO T89-81 and AASHTO T90-81, respectively.

4. The decomposed granite shall be free from clay lumps, vegetable matter, and deleterious material.

5. All decomposed granite shall be installed over a permeable geotextile fabric to a minimum of 2.5” in depth (settled).

Grading requirements shall be based on AASHTO T11-82 and T27-82 and shall consist of:

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<tr>
<th>Sieve</th>
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<tr>
<td>3/8”</td>
<td>100%</td>
<td>No. 30</td>
<td>40-50%</td>
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<td>No. 4</td>
<td>95-100%</td>
<td>No. 50</td>
<td>25-35%</td>
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<td>No. 8</td>
<td>75-80%</td>
<td>No. 100</td>
<td>20-25%</td>
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<tr>
<td>No. 16</td>
<td>55-65%</td>
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D. POND LEDGE STONE AND BOULDERS: The stone used for the ledge or coping of the pond shall be Hadrian Limestone from Texas Stone Quarries, www.texastone.com. The material shall be sized as shown in the drawing details. All exposed edges shall be “broken” to resemble a natural setting. Exposed flat surfaces shall be quarry “roughbacks”, which is the natural exposed surface in the field. Contractor to make every effort to provide a natural setting with placement and edge treatments of the pond and exposed stones. Boulders placed as shown in the drawings shall be a limestone or sandstone and sized as shown on the site plans. All boulder shall be buried to a depth equal to 25% of their total height so as to appear natural in setting. Strapping shall be preferred to cable placement of the stones, as any stone which has disfiguring manmade marks shall be rejected. Contractor to provide photographic submittals of boulders for approval, or shall have the boulders in their place of business for field inspection prior to installation.

1.8 PLANT MATERIALS:

A. Container Grown Plants: All plant materials specified shall be nursery grown stock in containers unless otherwise stipulated. All plants shall be sound, disease free, and shall be no smaller than the specifications set forth in these drawings and documents. Container stock shall have grown in
their containers for at least six (6) months, but no more than two (2) years. Samples must prove that no root bound conditions exist. Field grown plants recently transplanted into containers will not be accepted. All nursery stock shall conform to or exceed those standards as set forth in the most recent publication of "American Standard for Nursery Stock", as published by the American Association of Nurserymen. The specifications in these documents shall be considered to be the ruling guidelines. The following specifications represent quantity, size, and general description.

1.9 PLANTING:

A. Installation of Plant Materials:
After bed preparation has been completed, the Contractor shall lay out the plant material for location approval by the Landscape Architect. After approval, the Contractor shall dig a hole approximately 20% wider than the plant that is to be installed in that location. The hole shall also be approximately the same depth as the plant is placed in its container. With care, the Contractor shall place the plant in the hole, plumb level, and gently backfill soil into the void around the plant. The soil shall be no higher than the top of the plant’s original surface, but the surface shall also not be higher than 1/4 inch above the surrounding grade. The soil shall then be carefully packed around the so that it provides a firm, stable environment for the plant. After such installation, a water hose shall be used to ‘water-pack’ the soil around the newly installed plant. This will serve to settle the soil and remove all air pockets that may have formed. All trees not in a designated planting bed shall have soil piled up around the exterior of the root ball so as to provide a “dish” of 2 inches high that will allow the tree to water properly. If the tree is to be placed in rows, such as the Cedar Elms, then the Contractor shall use any means necessary to assure that the trees are lined up in a straight and uniform manner as shown on the drawings.

B. Seeding and Sodding: In the areas designated as “Lawn” on the drawings, the Contractor shall till the existing soils to a depth of 6” and then rake smooth so as to provide a flat, non-undulating soil base free of clods, weeds, rocks or other materials not appropriate in a typical lawn area. Sod shall not be laid on caliche or similar material brought it for the building pad construction. Where areas are to be sodded, soils shall be non-compacted and generally loose and friable. The Contractor shall lay the sod evenly and at a 90-degree angle from the drip irrigation lines. After installation, the sod shall be wetted and rolled with a sod roller so as to provide a smooth and even surface without ridges, netting, rocks, or bumps. Immediately after installation, a new lawn starter fertilizer such as Fertilome’s New Lawn Starter shall be applied at the manufacturer’s recommended rates. Watering shall commence within 6 hours after installation of sod. Sod shall not be stored in the parking lots or on any pavement, and must be delivered from the grower’s yard within 24 hours of being cut. Installation on the job site must occur within 8 hours after delivery to the site.

C. Watering: After installation, all plant materials shall receive adequate watering to insure they remain healthy and vigorous throughout the project. The Contractor is responsible for providing all methods and materials necessary to insure this takes place. In the event of irrigation system failure during the construction process, plant losses incurred shall not be the responsibility of the OWNER. Where necessary, the Contractor shall move adjacent irrigation heads to within the water dish provided.

D. Pruning: Unless otherwise stated in writing, no plant or tree material shall be pruned prior to installation. However, the Contractor shall, if directed by the Landscape Architect, prune any plant or tree material to the satisfaction of the Landscape Architect.
E. Excavation: The Contractor shall not leave any holes uncovered overnight at any time during the project. The Contractor shall take every measure possible to prevent injury to pedestrians due to excavation or other landscape construction.

PART 2 - PROTECTION OF EXISTING TREES AND SHRUBS:

A. Goal: To protect existing campus trees and shrubs from the negative impacts of construction.

B. Scope: Provide complete protection and maintenance of existing trees and shrubs designated to remain within construction limits.

C. Coordination: Coordinate protection of existing trees and shrubs with other trades to prevent damage to trees and shrubs.

D. Compensation for Damages: If existing trees or shrubs are destroyed, killed, or badly damaged as a result of construction operations, contract sum will be reduced by the amount of assessed damages. The Owner will be responsible for evaluating all damages.

E. Materials: Acceptable tree and shrub protection barricade materials are plastic orange construction fence and steel t-posts.

F. Protection: Protect existing trees and shrubs within construction limits for the following damages:

1. Compaction of root area by equipment, vehicles or material storage.
2. Trunk damage by moving equipment, material storage, nailing, bolting, or painting.
3. Strangling by tying ropes or guy wires to trunks or branches.
4. Poisoning by pouring solvents, gas, paint or other chemicals around roots.
5. Cutting of roots by excavation or ditching without Owner’s written permission.
6. Damage of branches by improper pruning without the Owner’s written permission.
7. Drought from failure to water or changes in normal drainage pattern.
8. Changes of soil pH by disposal of lime materials such as concrete or plaster.
9. Damage by cutting roots greater than 1 ½” diameter without the Owner’s written permission. Excavation and earthwork within protection-zone of trees shall be done by hand unless otherwise permitted in writing by the Owner.

10. Install barricade protection around trees and shrubs with construction limits by utilizing materials listed under the materials heading of this section or other Owner approved materials. Barricade protection will be installed prior to the start of demolition or excavation operations. Barricade protection shall remain in place until construction operation are complete. Barricades shall be installed around the trees to be preserved at ratio of 10” per every caliper inch of trunk measured at breast high (DBH). For example: A live oak tree measuring eight (8) inches diameter at approximately breast height shall have a barricade placed completely around the tree not closer than six (6) feet from the trunk unless otherwise specified by the Owner. Protection zone radius = 0.75 ft. x DBH.

G. Trees and shrubs to be removed shall be the responsibility of the Owner prior to construction operations. The Owner shall tag trees and shrubs to be preserved prior to excavation.
H. As shown on the drawings, some trees may need to be relocated to other areas on the Campus. When this is required, the Contractor shall use a mechanical tree spade to dig the new tree hole, as well as to relocate the existing tree. All standard TAN methods of tree relocation shall be followed to insure the successful transplant. While every method and procedure shall be utilized to insure the survival of the transplanted trees, these trees shall not be included in the guarantee phase of this landscape.

END OF SECTION
MIDWESTERN STATE UNIVERSITY
CAMPUS DEVELOPMENT PLAN
HS+HS EXTERIOR PLANS
ISSUE FOR BID

PRESIDENT
DR. SUZANNE SHIPLEY

PROVOST
DR. JAMES JOHNSTON

VP FACILITIES SERVICES
KYLE OWEN

GENERAL LOCATION
CAMPUS MAP

SHEET INDEX

SITE PLAN
L-1.0
EXISTING CONDITIONS
L-1.1
DEMOITION PLAN
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LANDSCAPE
L-2.1
AWNINGS PLANS
L-3.0
PLANTING PLAN
L-3.1
IRRIGATION PLAN
L-3.2
AMENITIES PLAN
L-4.0
IRRIGATION DETAILS
L-4.1
LIGHTING PLAN
L-4.2
L-5.0
L-5.1

4400 N. Big Spring Avenue, Suite 203
Midland, Texas 79705
Phone: 432.686.8001
Facsimile: 432.683.3487
www.KDCAssociates.com
GENERAL SWPPP NOTES:
1. CONSTRUCTION ENTRANCE TO BE AN 8" MINIMUM DEPTH COARSE AGGREGATE OVER GEOTEXTILE FILTER FABRIC. RIPRAP SIZE TO BE 4" - 8".
2. A CHAIN-ANCHORED 4" STEEL PIPE SHALL BE PLACED WITHIN THE AGGREGATE AT THE ENTRANCE TO THE CONSTRUCTION SITE.
3. THE CONTRACTOR/OWNER IS RESPONSIBLE FOR REMOVING TEMPORARY EROSION CONTROL STRUCTURES.
4. UPON FINAL STABILIZATION, THE CONTRACTOR/OWNER IS RESPONSIBLE FOR REMOVING TEMPORARY EROSION CONTROL STRUCTURES.
5. SHOULD TCEQ OR AN AUTHORIZED AGENCY MODIFY STORM WATER REGULATIONS PRIOR TO THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR MAKING NECESSARY MODIFICATIONS TO THE RUNOFF REDUCTION MEASURES IN PLACE IN ORDER TO COMPLY WITH THE MOST CURRENT REGULATIONS.
6. PERIMETER CONTROL MEASURES WILL BE MAINTAINED DURING CONSTRUCTION AND UNTIL THE SITE HAS ACHIEVED 70% NATIVE BACKGROUND VEGETATION.
7. FILTER FABRIC (SILT ) FENCE OR MULCH FILTER SOCK: AS SITE CONDITIONS CHANGE, NECESSARY ADJUSTMENTS WILL BE MADE BY CONTRACTOR/OWNER IN THE FIELD TO REDUCE STORM WATER RUNOFF AS NEEDED. SHOULD THE MEASURES SHOWN HEREON BE INSUFFICIENT TO REDUCE RUNOFF, THE CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR FIELD ADJUSTMENT TO BE MORE EFFECTIVE FOR RUNOFF.
8. UPON FINAL STABILIZATION, THE CONTRACTOR/OWNER IS RESPONSIBLE FOR REMOVING TEMPORARY EROSION CONTROL STRUCTURES.
9. CONSTRUCTION ENTRANCE NOTES:
   A. FILTER FABRIC (SILT ) FENCE OR MULCH FILTER SOCK:
      1. STEEL POST OR STAKES WHICH SUPPORT THE FENCE OR WADDELS SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
      2. POST/STAKES MUST BE IMBEDDED 12". THE TOE OF THE BARRIER SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
      3. As per TCEQ requirements (30 TAC Sec. 107.9(f)(2)), filters shall be placed as follows:
         a. CONSTRUCTION ENTRANCE TO BE AN 8" MINIMUM DEPTH COARSE AGGREGATE OVER GEOTEXTILE FILTER FABRIC. RIPRAP SIZE TO BE 4" - 8".
         b. A CHAIN-ANCHORED 4" STEEL PIPE SHALL BE PLACED WITHIN THE AGGREGATE AT THE ENTRANCE TO THE CONSTRUCTION SITE.
      4. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
      5. THE SILT OR DEBRIS SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SWPPP PERIMETER CONTROLS. STAGE AREAS TO INCLUDE ALL LOCATIONS TO BE NOTED BY THE CONTRACTOR, FUEL STORAGE AREA, AND PORTA-TOILET LOCATIONS.

1. CONCRETE BATCH PLANTS, HOT MIX ASPHALTIC CONCRETE PLANTS, AND FILL MATERIAL SOURCES ARE LOCATED AT OFF-SITE FACILITIES.
2. AREAS FOR STAGING CONSTRUCTION TRAFFIC, PARKING, VEHICULAR MAINTENANCE, CONCRETE TRUCK WASHING, AND VEHICLE WASHING SHALL BE WITHIN THE LIMITS OF THE SWPPP CONTROLS WILL BE INSTALLED BY THE CONTRACTOR, WHO SHALL ALSO FILE ALL NECESSARY TCEQ PERMIT DOCUMENTS (NOI, NOC, NOT).

5. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 32' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
6. CONCRETE WASHOUT PLASTIC LINER SHALL BE ANCHORED WITH GRAVEL FILLED BAGS.
7. CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 32' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
8. CONCRETE WASHOUT PLASTIC LINER SHALL BE ANCHORED WITH GRAVEL FILLED BAGS.

KEY NOTES:
1. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PHASE OF THE PROJECT ACCORDING TO THE FOLLOWING:
   - FILTER FABRIC (SILT ) FENCE OR MULCH FILTER SOCK:
     a. STEEL POST OR STAKES WHICH SUPPORT THE FENCE OR WADDELS SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
     b. POST/STAKES MUST BE IMBEDDED 12". THE TOE OF THE BARRIER SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
     c. ADHERE TO ANY MANUFACTURER'S RECOMMENDATIONS FOR REPLACING FILTER FABRIC OR MULCH FILTER SOCKS DURING CONSTRUCTION
     d. ALL UNDERCUTTIN OR EROSION OF THE TOE ANCHOR WILL BE REPAIRED IMMEDIATELY WITH COMPACTED BACKFILL MATERIAL
   - ROCK CHECK DAM:
     a. POSTED 4" STEEL PIPE SHALL BE PLACED 2'-0" BEYOND THE TOE OF THE BARRIER
     b. A CHAIN-ANCHORED 4" STEEL PIPE SHALL BE PLACED WITHIN THE AGGREGATE AT THE ENTRANCE TO THE CONSTRUCTION SITE
     c. FILTER FABRIC (SILT ) FENCE OR MULCH FILTER SOCK:
       a. CONSTRUCTION ENTRANCE TO BE AN 8" MINIMUM DEPTH COARSE AGGREGATE OVER GEOTEXTILE FILTER FABRIC. RIPRAP SIZE TO BE 4" - 8".
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                               b. A CHAIN-ANCHORED 4" STEEL PIPE SHALL BE PLACED WITHIN THE AGGREGATE AT THE ENTRANCE TO THE CONSTRUCTION SITE
                               c. FILTER FABRIC (SILT ) FENCE OR MULCH FILTER SOCK:
CROWN DRIP LINE OR OTHER LIMIT OF TREE PROTECTION AREA. SEE TREE PRESERVATION PLAN FOR FENCE ALIGNMENT.

4'-0"

MAINTAIN EXISTING GRADE WITH THE TREE PROTECTION FENCE UNLESS OTHERWISE INDICATED ON THE PLANS.

2" X 6' STEEL POSTS OR APPROVED EQUAL.

TREE PROTECTION FENCE: HIGH DENSITY POLYETHYLENE FENCING WITH 3.5" X 1.5" OPENINGS; COLOR-ORANGE. STEEL POSTS INSTALLED AT 8' O.C.

NOTES:

1. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.

2. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.

3. NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.

4. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DEMOLITION NOTES:

1. GENERAL CONTRACTOR TO COORDINATE DEMOLITION WITH HEALTH SCIENCES & HUMAN SERVICES DEMOLITION PLANS WITH SEAL DATE OF 9.1.17 FROM RANDALL SCOTT ARCHITECTS.

2. PRIOR TO ANY DEMOLITION, GENERAL CONTRACTOR TO CONTACT ALL EXISTING UTILITY COMPANIES TO LOCATE ALL UTILITIES BY AUTHORIZED PERSONNEL OF UTILITY COMPANIES.

3. PRIOR TO ANY REASSIGNMENT OF EXISTING UTILITIES, GENERAL CONTRACTOR SHALL CONTACT AUTHORIZED PERSONNEL OF UTILITY COMPANIES FOR COORDINATION AND LOCATION OF UTILITIES.

4. GENERAL CONTRACTOR SHALL NOTIFY THE UNIVERSITY SYSTEM CONSTRUCTION MANAGER OF CURRENT UTILITY LOCATIONS AND CONSTRUCTION METHODOLOGY TO FACILITATE THE LOCATION OF UTILITY LOCATIONS. AUTHORIZED PERSONNEL OF UTILITY COMPANIES TO BE NOTIFIED OF MERGING OR REMOVING UTILITIES TO AVOID POTENTIAL CONFLICTS.

5. GENERAL CONTRACTOR SHALL CONTACT UNIVERSITY SYSTEM CONSTRUCTION MANAGER IF ANY EXTENDED BILLABLE HOURS ARE REQUIRED TO COMPLETE DEMOLITION.

6. IF AN UNMAPPED UTILITY IS LOCATED, THE GENERAL CONTRACTOR SHALL CONTACT THE UNIVERSITY SYSTEM CONSTRUCTION MANAGER TO DETERMINE IF IT WILL BE REMOVED OR LEFT IN PLACE.

7. GENERAL CONTRACTOR SHALL COORDINATE THE REMOVAL OF ALL EXISTING UTILITY CONFIGURATIONS.

8. GENERAL CONTRACTOR SHALL REMOVAL ALL Stop SIGNS AND POLES TO MSU.

9. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED LIGHT STANDARDS TO MSU. CONTRACTOR SHALL ALSO PROVIDE INFORMATION ABOUT THE SIZE AND GEOMETRIC PATTERN OF THE ANCHOR BOLTS REMOVED.

10. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED LIGHT STANDARDS TO MSU.

11. UNIVERSITIES TO REMOVE ALL UNDERGROUND UTILITY ACCESS PORTALS AND RETURN THEM TO MSU.

12. GENERAL CONTRACTOR SHALL REPORT ON THE REMOVAL OF ALL WATER LINES WITH MSU.

13. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED LIGHT STANDARDS TO MSU. CONTRACTOR SHALL ALSO PROVIDE INFORMATION ABOUT THE SIZE AND GEOMETRIC PATTERN OF THE ANCHOR BOLTS REMOVED.

14. GENERAL CONTRACTOR SHALL RETURNS ALL REMOVED UTILITY ACCESS PORTALS TO MSU.

15. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED LIGHT STANDARDS TO MSU. CONTRACTOR SHALL ALSO PROVIDE INFORMATION ABOUT THE SIZE AND GEOMETRIC PATTERN OF THE ANCHOR BOLTS REMOVED.

16. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED UTILITY ACCESS PORTALS TO MSU.

17. GENERAL CONTRACTOR SHALL RETURN ALL REMOVED UTILITY ACCESS PORTALS TO MSU.
**HS+HS EXTERIOR DEVELOPMENT PLANS**

**Hardscape Plan**

**Scale:** 1" = 20'-0"

**Typical ADA Ramp - Type A**

- Contractor to end pour at this phase at this joint.

**Typical ADA Ramp - Type B**

- Contractor to reference new HS+HS building plans by Randall Scott Architects.

**Control Joint**

- Contractor to end pour at this phase at this joint.

**Expansion Joint**

- Contractor to end pour at this phase at this joint.

**Concrete Border**

- NOTE: All welds to be completed by contractor for this phase @ this joint.

**Typical Sidewalk**

- #4 rebar @ 12" O.C.

**Typical Stairs**

- #4 @ 12" O.C.

- #5 dia. smooth rebar @ 18" space.

- 1/4" radius (typ.)

- 1:50 cross slope

- 2% max.

**Planters**

- Flat area

- 6" wide concrete planter border.

**Control Joint**

- 1/8" per ft.

**Band Joint**

- All blade.

**Rainwater Plan**

- Typical cold joint.

- Typical sidewalk.

**Expansion Joint**

- Control joint.

**Entry Stairs**

- Landings

**Concrete Border**

- Concrete stairs

**Concrete Sidewalk**

- Typical cold joint.

**Entry Handrails**

- Transition 6' curb

**Entry Stairs**

- Width or max. 3000 PSI concrete

**Control Joint**

- 1/12 max.

- 1:10 max.

**Entry Ramp**

- Typ. ADA ramp - type A

**Upper Landing**

- Typical ADA ramp - type B

**Lower Landing**

- Typical ADA ramp - type B

**Handrails**

- Typical ADA ramp - type A

**Distribution**

- Typical ADA ramp - type B

**Handrails**

- Typical ADA ramp - type A

**Control Joint**

- 1/12 max.

- 1:10 max.

**Landings**

- Level

**Landing**

- Landing

**Key Notes:**

1. Saw cut existing concrete sidewalk

2. See plan for elevation

3. See lighting & amenities plans.

4. New ADA accessible ramp.

5. See details and specifications.

6. Handrails

7. Concrete ramp

8. Hardwood drain structure for this plan.

**Scale:** NTS

**Typical Cold Joint**

- Typical cold joint.
UNLESS OTHERWISE NOTED, ALL SIDEWALKS ADJACENT TO PARKING LOTS SHALL BE SET AS 5'-0" FROM EXISTING CURB & GUTTER.
1. All grading information shown is conceptual at this time. Contractor to use the grade arrows as direction that runoff should flow.

2. Contractor to grade site so that water does not stand or pool in areas where pedestrian or vehicular traffic is prevalent.

3. All finished grades shall provide for natural runoff of water without low spots or pockets. Unless specifically drawn and detailed, all flow shall be away from all structures on site.

4. Hold finished grades for planting lawn areas 1.5" below top of adjacent pavement. All finished grades for planting beds shall be held at 2" below top of adjacent asphalt.

5. Gradually round off tops and toes of all planted slopes to produce a smooth architectural transition between relatively level areas and slopes, unless specifically detailed in the landscape grading details.

6. Unless otherwise indicated, walks shall not exceed 5% longitudinal slope and 2% cross slope. Should a section of walk appear to not meet these standards in the field, MSU construction manager and landscape architect should be consulted with a solution by the contractor.

Grading Plan

Scale: 1" = 20'-0"
1. SPECIMEN QUALITY ONLY. SHAPE. SPECIMEN QUALITY ONLY.

2. PROVIDE PHOTOGRAPH SUBMITTALS OF ALL TREE MATERIAL.

3. SH铸OM THE PLANTING HOLES TO AVOID SETTLING.

4. DO NOT USE DRESSING ON ANY CUTS "-2" ABOVE DECOMPOSED GRANITE/MULCH GRADE.

5. REMOVED CONTAINER BURLAP FROM EXPOSED AREAS OF THE PLANTING ROOT BALL.

6. TRIM BRANCHES AS DIRECTED IN FIELD BY L.A.

7. WEED BARRIER IF SPECIFIED OVER SOIL AND UNDER DRIP LINES IF SPECIFIED IN PLANTING BEDS.

8. SHELTERED TRENCHES BE LEFT UNCOVERED.

9. MINIMUM OF 18" DEEP AND NEW SANDY LOAM TOPSOIL MINIMUM OF 4" SCH. 40 PVC PIPE IN STANDARD AREAS, MINIMUM OF 2 SLEEVES SHALL BE USED WHENEVER ANY IRRIGATION TRENCHES BE LEFT UNCOVERED.

10. IRRIGATION SYSTEMS AND PROVIDE ALL ADJACENT SITES.HAVING LANDSCAPE SLEEVING PROVIDED. ALL SLEEVING FOR FUTURE IDENTIFICATION. ALL SLEEVES SHALL BE A MINIMUM OF 4" SCH. 40 PVC PIPE IN MINIMUM OF 24" SCH. 40 PVC PIPE IN STANDARD AREAS, MINIMUM OF 2 SLEEVES SHALL BE USED WHENEVER ANY IRRIGATION TRENCHES BE LEFT UNCOVERED. MINIMUM OF 4" SCH. 40 PVC PIPE IN STANDARD AREAS, MINIMUM OF 2 SLEEVES SHALL BE USED WHENEVER ANY IRRIGATION TRENCHES BE LEFT UNCOVERED.

11. TREE HOLES TO LEFT OVERNIGHT, THE CONTRACTOR SHALL Securrly COVER THE TREE HOLES WITH A WELL MARKED SECURITY FENCE AROUND ALL HEADS, VALVES, AND MAINLINES PRIOR TO ALL PAVING AREAS IN EXCESS OF 36" IN WIDTH SHALL BE CAPPED AND MARKED WITH FLAGS OR STAKES AND SHALL BE 6" SCH. 40 PVC PIPE IN AREAS WHERE EXISTING LANDSCAPES AT ALL ADJACENT SITES. MARK OPENINGS; COLOR-ORANGE. STEEL POSTS SHALL BE 2" X 6' STEEL POSTS.

12. TREE PROTECTION; COLOR-ORANGE. STEEL POSTS EQUALLY SPACED AT 4'-0" INTERVALS. DENote THE LOCATION OF ALL HEADS, VALVES, AND MAINLINES ON THE PAVING WORK PACKAGE, AS PER SPECIFICATIONS. REMOVE CONTAINER Around NEW PLANT AS SPECIFIED, SEE PLANS FOR SPACING.

13. UNLESS OTHERWISE ALLOWED. ANY/ALL PLANT MATERIAL CAN BE REJECTED WHICH ARE ABOVE OR BELOW GRADE, AND COULD CONDITIONS DEVELOP IN WHICH IT IS APPROPRIATE FOR W, ELECTRIC, GAS, FIBER OPTIC, AND OTHER UTILITIES WHICH ARE ABOVE OR BELOW GRADE, AND COULD WHERE DIRECTED IN FIELD BY L.A. UNINTERUPTED AND REGULAR WATERING OF WHICH ARE ABOVE OR BELOW GRADE, AND COULD INISTITUTE WATER, ELECTRIC, GAS, FIBER OPTIC, AND OTHER UTILITIES WHICH ARE ABOVE OR BELOW GRADE, AND COULD. ANY/ALL PLANT MATERIAL CAN BE REJECTED.

14. NO TREE HOLES SHALL BE LEFT UNMARKED OVERNIGHT. IF HOLES TO LEFT OVERNIGHT, THE CONTRACTOR SHALL CAPI" TH AND SHALL BE 6" SCH. 40 PVC PIPE IN AREAS WHERE EXISTING GRADE TO ALLOW FOR WATERING. TABLE 1. SPECIMEN QUALITY ONLY.

15. DO NOT STAKE TREES UNLESS PRIOR WRITTEN CONSENT IS GIVEN BY THE LANDSCAPE ARCHITECT. UNLESS PRIOR WRITTEN CONSENT IS GIVEN BY THE LANDSCAPE ARCHITECT, NO SUBSTITUTIONS SHALL BE ALLOWED. ANY/ALL PLANT MATERIAL CAN BE REJECTED.

16. PLANTING OF ALL MATERIALS SHALL OCCUR DURING THE LANDSCAPE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND OWNER IN WRITING AND SHALL BE SOLEY RESPONSIBLE FOR ALL MONETARY AND MATERIALS. KEEP ALL INSTALLATION. ONLY PREMIUM QUALITY CUT SOD WITH UNCERSTANDABLE WATER, ELECTRIC, GAS, FIBER OPTIC, AND OTHER UTILITIES WHICH ARE ABOVE OR BELOW GRADE, AND COULD.
1. NEW AREA LIGHT; MS805BLED/3/8410TFP6/4A1R45T5/MDL03/CA/DB BY STERNBERG LIGHTING. SEE DETAILS AND SPECIFICATIONS. INSTALL PER MANUFACTURER’S SPECIFICATIONS.

2. PROPOSED ELECTRICAL CONDUIT FOR LIGHTING. CONTRACTOR TO SIZE APPROPRIATELY FOR REQUIRED ELECTRIC LINES. CONFIRM SOURCE WITH OWNER.

3. CONTRACTOR TO CONNECT LIGHTS TO BUILDING AT ELECTRIC ROOM. CONFIRM LOCATION WITH MSU CONSTRUCTION MANAGER.

4. EXISTING UNDERGROUND ELECTRIC LINES PER HS+HS BUILDING MEP PLANS BY RANDALL SCOTT ARCHITECTS.
BID SHEET

RFP #735-18-8202

HEALTH SCIENCES & HUMAN SERVICES LANDSCAPING

Base Bid:___________________________________________________________

Bonds:_____________________________________________________________

Total:_______________________________________________________________________

Company:______________________________________________________________

Address:_______________________________________________________________

Name:_________________________________________________________________

Signature:______________________________________________________________

Email:_________________________________________________________________

Telephone:________________________________________________________________
VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

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AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF WICHITA
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by__________________________

__hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

______________________________________________________________

______________________________________________________________

______________________________________________________________

Telephone number___________________

Email__________________________ Signature
Name:__________________________
Title:__________________________

SWORN TO AND SUBSCRIBED BEFORE ME THIS _______day of

20_______.

Notary Public in and for the
State of Texas.
AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

This Agreement made the day of in the year 20, by and between , hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled . These drawings and specifications prepared for Midwestern State University by , acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as Exhibit 1 (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as Exhibit 2.

DRAWINGS: See attached as Exhibit 2.

ADDENDA: See attached as Exhibit 2.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract: .

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within ( ) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of ($ ), and make payment on account as hereinafter provided.
ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement, must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as Exhibit 3. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of ($ ) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7.  ACCEPTANCE OF BID OR AWARD OF CONTRACT:  By signing this Agreement, the undersigned certifies as follows:

Assignment.  This Agreement is a personal service contract for the services of Construction, and Contractor’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification.  Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification.  Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification.  A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner’s obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor’s costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative.
Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy, University’s Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.
BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

MIDWESTERN STATE UNIVERSITY

By: ________________________________  By: ________________________________

Signature

Print name

Date: ________________________________  Date: ________________________________