

# PROJECT MANUAL

## Beaufort County North Boyd Solid Waste Collection Center Project

March 2026



**GARRETT & MOORE, INC.**  
1029 WEST SOUTH ST  
RALEIGH, NORTH CAROLINA 27603  
[www.garrett-moore.com](http://www.garrett-moore.com)



03/31/2026

**Beaufort County  
North Boyd Solid Waste Collection Center Project**

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## ADVERTISEMENT FOR BIDS

Beaufort County (Owner) is requesting Bids for the construction of the following Project:

### North Boyd Solid Waste Collection Center Project

Bids for the construction of the Project will be received by Beaufort County until April 30, 2026, at 2:00 PM EST at which time they will be publicly opened and read in the Commissioner's Board Room located at 136 West 2<sup>nd</sup> St Washington, NC 27889. Bids submitted prior to the opening date shall be sent in a sealed envelope clearly marked "Bid Enclosed – North Boyd SW Collection Center" and addressed to:

**Beaufort County Government**  
**ATTN: Hollie Jones, Purchasing Agent**  
**Financial Services Building**  
**132 West 2<sup>nd</sup> Street**  
**Washington, NC 27889**

The Project includes the following Work:

**Construction of a new solid waste citizen convenience center including erosion control, stripping, clearing & grubbing, excavation & backfill, concrete retaining walls, concrete pads, asphalt paving, stone paving, metal building, pre-fabricated building, and other miscellaneous work.**

Bids are requested for the following Contract: **All work described in the Contract Documents**

The Project has an expected duration of **150**-calendar days to Substantial Completion.

### Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.beaufortcountync.gov/Bids.aspx>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Beaufort County**  
**Purchasing Department**  
**132 West 2<sup>nd</sup> Street**  
**Washington, NC 27889**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **9:00 AM and 4:00 PM**. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

### **Mandatory Pre-bid Conference**

A mandatory pre-bid conference for the Project will be held on **April 14, 2026, at 11:00 AM via Microsoft Teams**. Email Luke Griner ([lgriner@garrett-moore.com](mailto:lgriner@garrett-moore.com)) to be registered. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

### **Instructions to Bidders**

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

### **This Advertisement is issued by:**

Owner: **Beaufort County**

By: **Brian M. Alligood**

Title: **County Manager**

Date: **April 1, 2026**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

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

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has designated a Bidding Documents Website as indicated in the Advertisement for Bids, found at <https://www.beaufortcountync.gov/Bids.aspx>
- 2.04 Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. The Bidding Documents Website will be updated periodically with addenda and other information relevant to submitting a Bid for the Project.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.03 above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and

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

- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Electronic Documents that are available in native file format include:
    - a. CADD files for use by the Contractor in .dwg or .dxf format. The specific list will be available upon completion of the final construction plans.
  - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

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

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Completed Qualifications Statement C-451.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 *A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.*
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

## **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A Mandatory Pre-Bid Conference will be held as described in Advertisement. The purpose of this visit is for prospective Bidders to apprise themselves with the site conditions and requirements which will affect the performance of work called for in the Advertisement for Bids.

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

### 5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### 5.02 *Existing Site Conditions*

#### A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The General Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make electronic copies in .pdf format of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the Construction Contract. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

### **1. Test Pit Location Map, Photographs, and Geotechnical Report**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

#### **5.04 Site Visit and Testing by Bidders**

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### **5.05 Owner's Safety Program**

- A. Site visits and work at the Site are governed by the General Conditions ~~and Owner's Contractor Safety Guidelines.~~

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

### **6.01 Express Representations and Certifications in Bid Form, Agreement**

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

review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Written questions shall be emailed to **ENGINEER at lgriner@garrett-moore.com by April 23, 2026. Bidder should enter “Beaufort County – North Boyd – Questions”** as the subject for the email.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than eight days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 Each Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of the Bidder's Bid Price and in the form of cash, cashier's check certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a surety meeting the requirements of the Owner. The Owner will only select one Bid for contract award.
- 8.02 All Bid Securities except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Securities will be returned on the execution of the Agreement or if no award is made, within thirty days, excluding Saturdays, Sundays and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.
- 8.03 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, Owner may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to Owner as liquidated damages for such failure or neglect and to indemnify said Owner for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to Owner shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to the Bidder. After execution of the Agreement and

acceptance of the bonds by Owner, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned

- 8.04 The bid bond shall be issued by a company authorized to do business by the North Carolina Department of Insurance and having a Registered Agent in the State of North Carolina.

#### **ARTICLE 9—CONTRACT TIMES**

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

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

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

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

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work with the bid.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

## ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located.

## **ARTICLE 13—BASIS OF BID**

### **13.01 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **13.02 *Value Engineering Proposals***

- A. Bidders may offer Value Engineering proposal(s) for the Owner’s consideration. Value Engineering proposal(s) should be submitted as a separate document clearly marked as “Value Engineering Proposal” and attached to the end of the Bidder’s bid.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside the name and address of the Bidder, Contractor’s NC License number, the name of the project for which the bid is submitted and the date and time of opening. A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

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

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

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

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

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After

determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

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

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

#### **ARTICLE 21—SALES AND USE TAXES**

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

# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**Beaufort County Government  
ATTN: Hollie Jones, Purchasing Agent  
Financial Services Building  
132 West 2<sup>nd</sup> Street  
Washington, NC 27889**

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

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project;
- E. Contractor's license number as evidence of Bidder's State Contractor's License;
- F. Required Bidder Qualification Statement with supporting data; and

## ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices as shown on the Bid Form attached at the end of this section.
- B. Bidder acknowledges that:
  - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

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

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

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

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

**C-410 Bid Form  
NORTH BOYD SOLID WASTE  
COLLECTION CENTER PROJECT**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price (\$)</b>	<b>Extended Total (\$)</b>
1	BONDS, INSURANCE, MOBILIZATION	1	LS		
2	SILT FENCE	1,500	LF		
3	CONSTRUCTION ENTRANCE	1	LS		
4	CLEARING AND GRUBBING	21.8	AC		
5	STRIPPING AND HAULING OFF-SITE	69,400	CY		
6	EXCAVATION & BACKFILL	71,000	CY		
7	SEDIMENT POND OUTLET STRUCTURE	1	LS		
8	POROUS BAFFLES	2,000	LF		
9	CATCH BASIN	2	EA		
10	12-INCH RCP	380	LF		
11	15-INCH RCP	90	LF		
12	24-INCH RCP	39	LF		
13	CONCRETE ENDWALL	1	EA		
14	CLASS B RIPRAP ENERGY DISSIPATOR	5	CY		
15	ROLLED EROSION CONTROL PRODUCT	500	SY		
16	ASPHALT PAVING	13,720	SY		
17	GABC PAVING	16,400	SY		
18	CONCRETE PAVING	2,810	SY		
19	BOLLARDS	88	EA		
20	6' WHEEL STOPS	4	EA		
21	8' WHEEL STOPS	24	EA		
22	CHAIN LINK FENCE	4,070	LF		
23	CANTILEVERED SLIDE GATE	2	EA		

**C-410 Bid Form  
NORTH BOYD SOLID WASTE  
COLLECTION CENTER PROJECT**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price (\$)</b>	<b>Extended Total (\$)</b>
24	2-INCH SDR 21 WATER LINE	2,250	LF		
25	3/4-INCH SDR 21 WATER LINE	50	LF		
26	PAVEMENT STRIPING	1	LS		
27	SEEDING AND MULCHING	15.0	AC		
28	ELECTRICAL	1	LS		
29	WASTEWATER TREATMENT AND DISPERSAL SYSTEM	1	LS		
30	CONCRETE WALLS/STEPS/FOUNDATIONS	1	LS		
31	CUSTOMER CANOPY	1	LS		
32	MULTI-MATERIAL CANOPY	1	LS		
33	EQUIPMENT SHED	1	LS		
34	ATTENDANT BUILDING	1	LS		
35	MISCELLANEOUS WORK & CLEANUP	1	LS		
<b>Bid Total</b>					

**Bid Total in Words:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SECTION C-410 BID FORM

### ARTICLE 2 ATTACHMENTS TO THIS BID

Per Section C-410 Bid Form for Construction Contract, Article 2, the following documents are submitted with and made a condition of this Bid:

<b>Attachment</b>	<b>Location in Contract</b>
A. Required Bid Security	Section C-430
B. List of Proposed Subcontractors	Attached on following pages
C. List of Proposed Suppliers	Attached on following pages
D. Evidence of Authority to do Business in the State of the Project	Attached on following pages
E. Contractor's License Number	Attached on following pages
F. Bidder Qualification Statement	Section C-451

**Attachment A**

**Required Bid Security**

**See Section C-430**

**Attachments B & C**

**List of Proposed Subcontractors and Suppliers**

**Attachment D**

**Evidence of Authority to do Business in the State of the Project**

**Attachment E**

**Contractor's License Number**

**Attachment F**

**Required Bidder Qualification Statement**

**See Section C-451**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Beaufort County</b> Address <i>(principal place of business)</i> : <b>County Administration</b> <b>121 West 3rd Street</b> <b>Washington, NC 27889</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Beaufort County – North Boyd Solid Waste Collection Center Project</b>  Bid Due Date: <b>April 30, 2026</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. ~~Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.~~

Financial Institution:			
Business Address Account Manager Telephone			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

#### **ARTICLE 9—REQUIRED ATTACHMENTS**

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - ~~D. Financial statements as required by Paragraph 5.01.~~
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**NOTICE OF AWARD**

Date of Issuance:

Owner:

Owner’s Project No.:

Engineer:

Engineer’s Project No.:

Project:

Contract Name:

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**[Describe Work, alternates, or sections of Work awarded]**

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder’s compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Beaufort County**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

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

This Agreement is by and between **Beaufort County** (“Owner”) and **[name of contracting entity]** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **All work described in the Contract Documents**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **All work described in the Contract Documents**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **Garrett & Moore, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The Project has been designed by **Garrett & Moore, Inc.; 1029 W. South Street; Raleigh, NC 27603**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **150** calendar-days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **175** calendar-days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,200** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the unit prices agreed upon in the Contractor's Bid Form attached to this Agreement.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **90** percent of the value of the Work completed (with the balance being retainage).
    - b. **90** percent of cost of materials (excluding soil) and equipment not incorporated in the Work but delivered and suitable stored (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. Not used.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Project Manual bearing the general title **Beaufort County – North Boyd Solid Waste Collection Center Project**
  - 7. Drawings listed in the Project Manual, Section 00850 Drawing Index.
  - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Completed C-451-2018 Qualifications Statement
    - b. Executed Certificate(s) of Insurance
    - c. Other
      - 1) None

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

### **8.01 Contractor's Representations**

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

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

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

#### 8.02 *Contractor's Certifications*

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

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through indicating additions

in blue text and deletions with ~~strikethrough~~ text, and further described in the Supplementary Conditions.

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

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

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner:           **[Full formal name of Owner]**            
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Contractor's principal place of business]</b></p>	<p><b>Surety</b></p> <p>Name: <b>[Full formal name of Surety]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b></p> <p>Name: <b>[Full formal name of Owner]</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>[Address of Owner's principal place of business]</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>[Owner's project/contract name, and location of the project]</b></p> <p>Contract Price: <b>[Amount from Contract]</b></p> <p>Effective Date of Contract: <b>[Date from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>[Amount]</b></p> <p>Date of Bond: <b>[Date]</b></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

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

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

## PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> : <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Mailing address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

**Contractor's Application for Payment**

<b>Owner:</b> _____	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> _____	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> _____	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period: From</b> _____	<b>to</b> _____

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. <u>10%</u> X \$ - Work Completed =	\$	-
b. <u>10%</u> X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
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					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
<b>Original Contract Totals</b>					\$	-		\$	-	\$	-	\$	-

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
<b>Change Orders</b>													
					-		-		-		-		
					-		-		-		-		
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					-		-		-		-		
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					-		-		-		-		
<b>Change Order Totals</b>					\$	-		\$	-	\$	-	\$	-
<b>Original Contract and Change Orders</b>													
<b>Project Totals</b>					\$	-		\$	-	\$	-	\$	-

**Stored Materials Summary**

**Contractor's Application for Payment**

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M					
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored this	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)					
						Stored (\$)	Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)						
<b>Totals</b>						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF ACCEPTABILITY OF WORK**

Owner: \_\_\_\_\_ Owner’s Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer’s Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor’s Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Notice Date: \_\_\_\_\_ Effective Date of the Construction Contract: \_\_\_\_\_

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT AMENDED

Amendments to original text indicated herein amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these amended General Conditions is the same as the address system used in the General Conditions. Amended conditions are indicated in blue text for additions and ~~strikethrough~~ for deletions. Additions with the prefix “SC-” indicate modifications and/or additions further described in Section C-800-2018 Supplementary Conditions of the Construction Contract

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*
  - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
  - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site

quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
  - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

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

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

## ARTICLE 2—PRELIMINARY MATTERS

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

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

### 2.02 *Copies of Documents*

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

### 2.03 *Before Starting Construction*

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

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

### 2.05 *Acceptance of Schedules*

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

## 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
  - 1. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

#### A. *Standards Specifications, Codes, Laws and Regulations*

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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

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

- ~~A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~
- A. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Contract Time will commence at the time specified in such notice or, if noticed is not given, thirty days following the Effective Date of Agreement, provided that the Notice to Proceed may not specify a time of commencement later than 60 days after the Effective Date of the Agreement. However, the CONTRACTOR has no rights or remedies arising from execution of the agreement prior to receiving a Notice to Proceed from the Owner or Engineer.

##### **4.02 Starting the Work**

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

##### **4.03 Reference Points**

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

##### **4.04 Progress Schedule**

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any

disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. ~~Abnormal~~ Adverse weather conditions;
    - i. On any day that the CONTRACTOR considers that he is delayed by adverse weather conditions, he shall identify in writing to the ENGINEER and the OWNER the adverse weather conditions affecting his activity, the specific nature of the activity affected, the number of hours lost and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Engineer written recognitions of the delay. A delay is defined as the CONTRACTOR being unable to perform at least 4 hours of work on the critical path. The Contract time will be extended only if the Contractor demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction schedule.
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
  - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by

Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
  1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

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

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

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. [If all lands and right-of-ways are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon such land and right-of-ways as OWNER has previously acquired and no claim for damages whatsoever will be allowed by reason of delay](#)

in obtaining the remaining lands and right-of-way. Should OWNER be prevented or enjoined from proceeding with the Work, or from authorization its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or right-of-ways for the Work, CONTRACTOR shall not be entitled to make or assert claim for damage by reason or said delay, or to withdraw from the Agreement except by consent of OWNER. Time of completion of the Work will be extended as provided in Article 11, to such time OWNER determines will compensate for the time lost by such delay.

## 5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

SC-5.03.E See Section C-800-2018

SC-5.03.F See Section C-800-2018

SC-5.03.G See Section C-800-2018

#### 5.04 *Differing Subsurface or Physical Conditions*

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

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

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

E. *Possible Price and Times Adjustments*

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

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

[SC-5.06.A.4 See Section C-800-2018](#)

[SC-5.06.A.5 See Section C-800-2018](#)

- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical

Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30

days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

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

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon

request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. Wherever in this Article the terms "The Insured" and OWNER occurs with respect to coverage in a policy, it shall mean the OWNER and its agent and agencies, all municipalities where work is being performed under the Contract, the ENGINEER, and any other parties specifically designated herein, who shall be named as insured in each policy issues. The insurance policies required herein shall not contain any Third Party Beneficiary Exclusion.
- P. An authorized representative of the insurance company(ies) shall certify that all of the required insurance coverages and amounts specified hereinafter are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Article 6.03 of the Standard General Conditions of the Construction Contract Including Supplementary Conditions. The certification statement and correlation shall be furnished and included with the insurance certificates.

One (1) copy of each such insurance policy and certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be filed with each of the Insured.

All policies relating to the Contract shall be so written that each of The Insured shall be notified by the carrier of cancellation or change at least sixty (60) days prior to the effective date of such cancellation or change. Renewal certificates covering the renewal of all policies expiring during the lift of the Contract shall be filed with each of The Insured not less than sixty (60) days before the expiration of such policies. The insurance carrier shall notify each of The Insured of the filing of any claims within thirty (30) days of the filing of such claim.

6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

SC-6.03.D. [See Section C-800-2018](#)

SC-6.03.E. [See Section C-800-2018](#)

SC-6.03.F. [See Section C-800-2018](#)

SC-6.03.G. [See Section C-800-2018](#)

SC-6.03.H. [See Section C-800-2018](#)

SC-6.03.I.	See Section C-800-2018
SC-6.03.J.	See Section C-800-2018
SC-6.03.K.	See Section C-800-2018
SC-6.03.L.	See Section C-800-2018
SC-6.03.M.	See Section C-800-2018
SC-6.03.N.	See Section C-800-2018
SC-6.03.O.	See Section C-800-2018
SC-6.03.P.	See Section C-800-2018
SC-6.03.Q.	See Section C-800-2018

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

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

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

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

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

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

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform

the Work in accordance with the Contract Documents. [Contractor is responsible for coordination with their Subcontractors, the Owner, and the Engineer.](#)

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
  - 1. [Whenever OWNER shall notify CONTRACTOR, in writing, that any person on the Work appears to be incompetent, unqualified, disorderly, or otherwise unsatisfactory, such person shall be removed from the PROJECT and shall not again be employed except with the consent of OWNER.](#)
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. [In the absence of any Federal, State or local laws, regulations or covenants and](#) except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

[SC-7.03.C.1 See Section C-800-2018](#)

[SC-7.03.C.2 See Section C-800-2018](#)

[SC-7.03.D. See Section C-800-2018](#)

#### 7.04 *Services, Materials, and Equipment*

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

SC-7.04.B.1 All items of standard equipment shall be of the latest model at the time of delivery.

- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

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

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

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

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

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

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

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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

#### 7.09 *Permits*

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

#### 7.10 *Taxes*

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

[SC-7.10.A See Section C-800-2018](#)

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors,

members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

[SC-7.11.D See Section C-800-2018](#)

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 *Submittals*

### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

### B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

#### 1. *Shop Drawings*

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

#### 2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.

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

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

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
    - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the ENGINEER. Materials or equipment delivered to the site without such certificates will be subject to rejection. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited

only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

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

#### 7.18 *Indemnification*

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

judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

1. If through the acts of neglect on the part of CONTRACTOR, any other CONTRACTOR or any Subcontractor shall suffer loss or damage on the Work, CONTRACTOR shall settle with such other CONTRACTOR or Subcontractor by agreement or arbitration if such other CONTRACTOR or Subcontractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and save harmless OWNER against any such claims.
  2. It is understood and agreed between the parties that the Owner is in no way connected with the actual performance of this contract on the part of the CONTRACTOR, nor as to the employment of labor or the incurring of other expenses; that the CONTRACTOR is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in these Contract Documents shall be construed to be inconsistent with the CONTRACTOR'S status as an independent contractor, or construed to constitute the CONTRACTOR, or any of its agents or employees as agents, employees, or representatives of the OWNER. The CONTRACTOR will superintend the execution of all work covered by these Contract Documents which shall be in the exclusive charge and control of the CONTRACTOR. The CONTRACTOR agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the Owner. The CONTRACTOR further agrees that as an independent contractor it cannot and will not incur the OWNER with any obligation and that it will make no representation to any person or any party on behalf of the OWNER. The CONTRACTOR further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against the OWNER to recover damages, costs, or expenses which might arise out of or in any way be connected with the performance of any work, services, or functions covered by this Agreement, with the exception of actions by the CONTRACTOR to recover payment for services provided under this Agreement. The CONTRACTOR further additionally agrees and binds itself and its successors in any action by the OWNER for recoupment or reimbursement of such damages and expenses and to be estopped for asserting as a defense that the OWNER did not have proper authority or approval to enter into such indemnity agreement or that the CONTRACTOR is not liable for such costs, claims, and expenses and the CONTRACTOR shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The CONTRACTOR agrees that these Contract Documents may be pleaded by the OWNER in such actions.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier,

or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

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

## ARTICLE 8—OTHER WORK AT THE SITE

### 8.01 *Other Work*

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

### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  2. An itemization of the specific matters to be covered by such authority and responsibility; and
  3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.
- C. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, Engineer's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, Engineer's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, Engineer's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, Engineer's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, Engineer's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, Engineer's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, Engineer's Consultant or Construction Coordinator for activities that are their respective responsibilities.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an

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

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

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

### **9.01 *Communications to Contractor***

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

#### 9.12 *Safety Programs*

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

#### 9.13 *Work Changes*

- A. The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the Contract Price, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

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

#### 10.01 *Owner's Representative*

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

#### 10.02 *Visits to Site*

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

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in ~~the Supplementary Conditions~~ [Section 01055 Resident Project Representative of the Project Manual](#), and limitations on the responsibilities thereof

will be as provided in ~~the Supplementary Conditions~~ [Section 01055 Resident Project Representative of the Project Manual](#) and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

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

#### 10.05 *Determinations for Unit Price Work*

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

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

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

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

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order. A change in the Contract Price or the Contract Times shall be accomplished only by a written amendment, a written change order, or a written work change directive. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that the OWNER had been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the contract documents or a change in any time period for in the contract documents.
  1. At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 21 calendar days after receipt of a request for a quotation for a proposed change, a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. ENGINEER shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all cost and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12 of the General Conditions, and in sufficient detail reasonably to permit an analysis by ENGINEER of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required in the Contract Documents. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial as defined in the Supplementary Conditions.
  2. The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended

overheads, delay, and cumulative impacts of ripple effect on all other non-affected work under this contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed.

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

#### 11.02 *Change Orders*

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

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the

terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

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

#### 11.05 *Owner-Authorized Changes in the Work*

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

#### 11.06 *Unauthorized Changes in the Work*

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

## 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or
  - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

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

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then

Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

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

#### 11.10 *Notification to Surety*

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

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

### 13.01 *Cost of the Work*

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

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

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

#### 13.02 Allowances

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

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

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

### **14.01 *Access to Work***

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

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

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

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

#### 15.01 *Progress Payments*

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

**B. Applications for Payments**

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

**C. Review of Applications**

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

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

*D. Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

**16.03 *Owner May Terminate for Convenience***

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**16.04 *Contractor May Stop Work or Terminate***

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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

### **17.01 *Methods and Procedures***

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

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No changes to Standard General Conditions.

## ARTICLE 2—PRELIMINARY MATTERS

See amendments to Standard General Conditions with additions in [blue text](#) and ~~strikethrough~~ for deletions.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~strikethrough~~ for deletions.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

See amendments to Standard General Conditions with additions in [blue text](#) and ~~strikethrough~~ for deletions.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~strikethrough~~ for deletions.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

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

identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None		<b>[Identify Technical Data]</b>

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request electronic copies in .pdf format from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
None		<b>[Identify Technical Data]</b>

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
None		<b>[Identify Technical Data]</b>

**ARTICLE 6—BONDS AND INSURANCE**

See amendments to Standard General Conditions with additions in **blue text** and ~~strikethrough~~ for deletions.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’

compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
<b>Employer's Liability</b>	
Each accident	\$
Each employee	\$
Policy limit	\$1,000,000
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

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

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

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$
Each Accident	\$

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Property Damage</b>	
Each Accident	\$
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$3,000,000

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

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$
General Aggregate	\$

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor's Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

**[Insert additional specific requirements, commonly set by the railroad, here.]**

<b>Railroad Protective Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

See amendments to Standard General Conditions with additions in **blue text** and ~~striketrough~~ for deletions.

### **7.03 Labor; Working Hours**

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours are defined as 10 hours per day, Monday through Friday, excluding holidays, between the hours of 7 AM and 7 PM.
  - a. Requests to work other than regular working hours shall be submitted to ENGINEER not less than 48 hours prior to any proposed additional daily working hours,

weekend work, or scheduled extended work weeks. All requests to work other than regular working hours must comply with all applicable regulations and ordinances. Requests will be reviewed by ENGINEER and ENGINEER will either (1) deny request or (2) provide CONTRACTOR with terms for additional engineering and/or inspection costs to be paid for by CONTRACTOR as a result of overtime work in excess of the regular working hours. CONTRACTOR shall agree to the ENGINEER's terms prior to ENGINEER approving CONTRACTOR's request to work other than regular working hours.

2. Owner's legal holidays are:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Birthday
  - c. Good Friday
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Veterans Day
  - h. Thanksgiving (Thursday & Friday)
  - i. Christmas (Dec. 24, 25, & 26)

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in Article SC-7.03.C.1. At OWNER'S option, overtime costs may either be deducted from the CONTRACTOR'S monthly payment request or deducted from the CONTRACTOR'S retention prior to release of final payment. Overtime costs for the OWNER'S personnel shall be based on the individual's current overtime wage rate and expenses. Overtime costs for personnel employed by the ENGINEER shall be as follows:

Resident Project Representative           \$120.00 per hour

Registered Professional Engineer (PE)   \$175.00 per hour

#### 7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. If Owner is exempt from payment of sales and compensating use taxes of the State of **[name of state where Project is located]** and of cities and counties thereof on all materials to be incorporated into the Work.
  1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

#### 7.11 Laws and Regulations

SC-7.11 Add a new paragraph immediately after Paragraph 7.11.C:

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bidders shall be required to submit with their Bids affidavits of “Good Faith Efforts” in the recruitment of Minority Businesses.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~striketrough~~ for deletions.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~striketrough~~ for deletions.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~striketrough~~ for deletions.

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

See amendments to Standard General Conditions with additions in [blue text](#) and ~~striketrough~~ for deletions.

#### **ARTICLE 12—CLAIMS**

No changes to Standard General Conditions.

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

No changes to Standard General Conditions.

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

No changes to Standard General Conditions.

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

No changes to Standard General Conditions.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No changes to Standard General Conditions.

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

No changes to Standard General Conditions.

**ARTICLE 18—MISCELLANEOUS**

No changes to Standard General Conditions.

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## DRAWING INDEX

**North Boyd Solid Waste Collection Center Project**

<b>Drawing No.</b>	<b>Drawing Description</b>	<b>Date of Last Revision</b>
<b>Civil Site Drawings</b>		
S-0	Cover Sheet	3/30/2026
S-1	Site Plan	3/30/2026
S-2	Existing Conditions	3/30/2026
EC-1	Erosion and Sediment Control Plan Phase I	3/30/2026
EC-2	Erosion and Sediment Control Plan Phase II	3/30/2026
S-3	Overall Grading Plan	3/30/2026
S-4	Detail Grading	3/30/2026
D-1	Details	3/30/2026
D-2	Details	3/30/2026
D-3	Details	3/30/2026
D-4	Details	3/30/2026
EC-3	Erosion Control Details	3/30/2026
EC-4	Erosion Control Details	3/30/2026
EC-5	Erosion Control Details	3/30/2026
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SD-1	Standard Details	3/30/2026
SD-2	Standard Details	3/30/2026
<b>Structural Drawings</b>		
S1.1	Retaining Wall Plan	3/31/2026
S1.2	Material Canopy and Canopy at Customer Area Building Plans	3/31/2026
S1.3	Material Canopy and Canopy at Customer Area Building Plans	3/31/2026
S1.4	Foundation Plans Plan Notes and Schedules	3/31/2026
S2.1	Footing Section and Details	3/31/2026
S2.2	Footing Section and Details	3/31/2026
S3.1	Canopy Plan Detail and Sections	3/31/2026
S4.1	Structural Notes Design Criteria and Schedules	3/31/2026

Electrical Drawings		
E1	Electrical Site Plan	3/31/2026
E2	Electrical Site Plan	3/31/2026
E3	Electrical Details	3/31/2026
E4	Electrical Risers	3/31/2026
E5	Electrical Notes and Schedules	3/31/2026
Architectural Drawings		
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A1.1	Building Plans	3/30/2026
A1.2	Building Plans	3/30/2026
A2.1	Exterior Elevations	3/30/2026
A3.1	Building Section	3/30/2026
Wastewater Treatment and Dispersal System		
1	AOWE Site/System Summary Specifications	1/28/2026
2	Septic Layout 150' Scale	3/30/2026
3	Septic Layout 60' Scale	3/30/2026

END OF SECTION

## SECTION 01010

### SUMMARY OF WORK

#### PART 1: GENERAL

##### 1.01 LOCATION OF WORK

- A. The Work of this Contract is generally located in Beaufort County, North Carolina. The project site is the North Boyd Solid Waste Collection Center located at 2512 N Boyd Rd, Pinetown, North Carolina.
- B. The project consists of furnishing and installing, complete, including labor, equipment, parts, materials, and other work incidental for the installation of the following:

**A convenience center complete with approximately 65,000 cy of soil backfill, concrete pad for 12-containers, concrete cast-in-place retaining wall, concrete multi-material pad and building, concrete yard waste pad, equipment shed building and foundation, attendant building and foundation, asphalt paving, graded aggregate base course (GABC) paving, and stormwater management features.**

##### 1.02 WORK TO BE DONE

- A. Provide all labor, materials, equipment, tools, services and incidentals necessary to complete all work required by the Contract Documents to furnish and install all work as shown on the Drawings and specified herein.
- B. Complete the Work, in place, tested, and ready for continuous service. Perform or provide repairs, replacements and restoration required as a result of damages resulting from construction operations.
- C. Furnish and install all materials, equipment, and incidentals which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.

##### 1.03 DRAWINGS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR FOR CONSTRUCTION

- A. Electronic copy (pdf) of the Drawings and Specifications will be provided to the Contractor.

##### 1.04 ABBREVIATIONS AND REFERENCES

- A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative

specification adopted and published at the date of advertisement for bids, even if reference has been made to an earlier standard. Where standards, specifications or codes of the various technical societies, organizations or bodies have been referred to throughout the Specifications, the referenced standard, specification or code is hereby made a part of the Contract the same as if herein repeated in full.

In the event of any conflict between any of these specifications, standards, codes or tentative specifications, and the Specifications, the latter shall govern.

B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	-	The American Assoc. of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AISC	-	American Institute of Steel Construction
AGA	-	American Gas Association
ANSI	-	American National Standards Institute
ASCE	-	American Society of Civil Engineers
ASME	-	American Society at Mechanical Engineers
ASTM	-	American Society of Testing Materials
AWS	-	American Welding Society
AWWA	-	American Water Works Association
DIPRA	-	Ductile Iron Pipe Research Association
EPA	-	Environmental Protection Agency
FED.SPEC.-	-	Federal Specifications
IEEE	-	Institute of Electrical and Electronic Engineers
OSHA	-	Occupational Safety and Health Administration
NCDOT	-	North Carolina Department of Transportation
NEMA	-	National Electrical Manufacturers Association

C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1: GENERAL

##### 1.01 SCOPE OF WORK

- A The Project generally consists of furnishing and installing, complete, including labor, equipment, parts, materials, and other incidental work for the construction of the project as described in Section 01010 Summary of Work.
- B All contract prices included in Section C-410-Bid Form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.
- C The items listed below, refer to and are the same pay items listed in the Bid Form. They constitute all the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory work, services, job signs, sanitary requirements, testing, safety devices, surveying, field engineering, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, and all other requirements of the General Conditions and DIVISION 1 - GENERAL REQUIREMENTS. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the lump sum and unit price bid items listed herein.
- D Each lump sum and unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- E Restoration is not a separate bid item but is considered to be an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item.
- F Progress Payment for any item for which certifying surveys are required by Section 01050 will be made based on estimated quantities verified by the ENGINEER. The ENGINEER will verify all final quantities prior to Final Payment for that item. Certifying surveys will be required for payment greater than 75% of the estimated total amount of that bid item as required by Section 01050. No Final Payment will be made for any item for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

## 1.02 BID ITEMS

### Item 1: Bonds, Mobilization and Insurance

1. This Work shall consist of securing the appropriate bonds and insurance policies for the Project, and performance of preparatory construction operations, including the movement of personnel and equipment to the Project site, safety equipment and other facilities to begin work on a substantial phase of the Contract. Payment for this item will be made on a Lump Sum basis, wherein no measurement will be made. The Lump Sum price bid shall be full compensation for performing the specified work and the furnishing of all materials, labor, tools, equipment, and incidentals necessary to mobilize and subsequently demobilize. The amount of this item shall be limited to a maximum of five percent of the Line Items 2-35.

### Item 2: Silt Fence

1. Measurement: The quantity of Silt Fence to be paid under this item will be the number of linear feet of Silt Fence complete and in place.
2. Payment: The unit price bid for this item will be full compensation for vegetation removal, furnishing, installing, inspection and maintaining Silt Fence as shown on the Drawings and specified herein, for the duration of the project or until areas are stabilized with vegetation. Silt Fence shall be removed upon completion and of the Project and successful stabilization of disturbed areas, as directed by the ENGINEER.

### Item 3: Construction Entrance

1. The lump sum price for Construction Entrance shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Construction Entrance as shown in the Drawings and specified herein, including but not limited to, site preparations, geotextile fabric in areas subject to seepage or high water table, stone aggregate, maintenance and topdressing as required, and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

### Item 4: Clearing and Grubbing

1. Measurement: The quantity of Clearing and Grubbing which will be paid for under this item will be the actual number of acres, as measured in the two-dimensional plan view, cleared and grubbed within the construction limits, as measured by the survey of the limits of clearing and grubbing.

2. Payment: The unit price bid for this item will be full compensation for excavation and stockpiling grubbing/stripping materials from within the limits grubbing/stripping as shown on the Drawings and specified herein. No Final Payment will be made for this line item for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

Item 5: Stripping and Hauling Off-Site

1. Measurement: The quantity of Stripping and Hauling Off-Site which will be paid for under this item will be the actual number of cubic yards measured by comparing the pre-work topographic survey to the topographic survey performed after clearing, grubbing, and stripping and prior to excavation and backfill, as required in Section 01050.
2. Payment: The unit price bid for this item will be full compensation for excavating and hauling stripped materials from within the limits of stripping as shown on the Drawings and specified herein. No Final Payment will be made for this line item for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

Item 6: Excavation & Backfill

1. Measurement: The quantity of Excavation & Backfill which will be paid for under this item will be the actual number of cubic yards measured by comparing the topographic survey performed after the stripping and grubbing and prior to excavation and backfill, to the topographic survey performed upon the completion of excavation and backfill, as required in Section 01050.
2. Payment: The unit price bid for this item will be full compensation for excavation and backfilling to the design Subgrade Plan as shown on the Drawings and specified herein including but not limited to hauling, and backfilling; compaction, quality control and surveying; drainage and dewatering; sheeting and bracing; test pits to verify location and depth of existing buried utilities and other facilities; care and protection of existing utilities and structures; site restoration; conformance to all federal, state, and county Standards and requirements; and all other work required or incidental to the satisfactory completion of all Work under this contract for which payment is not provided under other items in the bid form. No Final Payment will be made for any excavation and backfilling for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

Item 7: Sediment Pond Outlet Structure

1. The lump sum price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required

to construct the Sediment Pond Outlet Structure, including removal and disposal of existing structures, precast concrete riser, filter diaphragm, skimmer outlet, anti-vortex device, barrel outlet pipe, rip-rap dissipator, flared end sections (FES), fittings, gaskets, emergency spillway, and other items required for the installation of the Sediment Basin Riser Barrel for which payment is not provided under other items in the bid form.

Item 8: Porous Baffles

1. Measurement: The quantity of Sediment Basin Porous Baffles to be paid under this item will be the number of linear feet of Sediment Basin Porous Baffles installed in accordance with the Plan Drawings.
2. Payment: The unit price bid for this item will be full compensation for furnishing and installing the Sediment Basin Porous Baffles as shown on the Drawings and specified herein and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 9: Catch Basins

1. Measurement: The quantity of Catch Basins to be paid under this line item is the actual quantity constructed in place, tested, and accepted by the ENGINEER.
2. The unit price for each Catch Basin shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Catch Basins as shown in the Drawings and specified herein, including but not limited to, excavation, dewatering, bedding material, backfill, testing, and all other work required or incidental to the satisfactory completion of all work under this item.

Item 10: 12-inch RCP

1. Measurement: The quantity of 12-inch RCP to be paid for under this item will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipes.
2. Payment: The unit price bids per linear foot for this items will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the designated pipe as shown on the Drawings and specified herein, including but not limited to furnishing and installing all pipe, fittings, couplings, pipe bedding, pipe backfill, flared end sections, rip rap dissipators, cleaning, testing, certifying surveying, and all other appurtenances and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 11: 15-inch RCP

1. Measurement: The quantity of 15-inch RCP to be paid for under this item will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipes.
2. Payment: The unit price bids per linear foot for this items will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the designated pipe as shown on the Drawings and specified herein, including but not limited to furnishing and installing all pipe, fittings, couplings, pipe bedding, pipe backfill, flared end sections, rip rap dissipators, cleaning, testing, certifying surveying, and all other appurtenances and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 12: 24-inch RCP

1. Measurement: The quantity of 24-inch RCP to be paid for under these items will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipes.
2. Payment: The unit price bids per linear foot for this items will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the designated pipe as shown on the Drawings and specified herein, including but not limited to furnishing and installing all pipe, fittings, couplings, pipe bedding, pipe backfill, flared end sections, rip rap dissipators, cleaning, testing, certifying surveying, and all other appurtenances and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 13: Concrete Endwall

1. Measurement: The quantity of Concrete Endwall to be paid for under these items will be the actual quantity constructed in place, test, and accepted by the ENGINEER.
2. Payment: The unit price for each Concrete Endwall shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Catch Basins as shown in the Drawings and specified herein, including but not limited to, excavation, dewatering, bedding material, backfill, testing, and all other work required or incidental to the satisfactory completion of all work under this item.

Item 14: Class B Riprap Energy Dissipator

1. Measurement: The quantity of Class B Riprap Energy Dissipator which will be paid under this item will be the actual number of cubic yards of Outlet Energy Dissipators installed and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision, and maintenance during construction required to furnish and install stone and filter fabric as shown on the Drawings and specified herein for which payment is not provided under other items in the bid form.

Item 15: Rolled Erosion Control Product

1. Measurement: The quantity of Rolled Erosion Control Product (RECP) which will be paid under this item will be the actual number of square yards of RECP, as measured in the two-dimensional plan view, installed and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision, and maintenance during construction required to furnish and install stone and filter fabric as shown on the Drawings and specified herein for which payment is not provided under other items in the bid form.

Item 16: Asphalt Paving

1. Measurement: The quantity of Asphalt Paving which will be paid for under this item will be the actual number of square yards of Asphalt Paving as measured in the two-dimensional plan view installed and minimum thickness as verified by the Road Thickness Survey as required by Section 01050 – Field Engineering.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision required to furnish and install the Asphalt Paving as shown on the drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 17: GABC Paving

1. Measurement: The quantity of GABC Paving which will be paid for under this item will be the actual number of square yards of GABC Paving as measured in the two-dimensional plan view installed and minimum thickness as verified by the Road Thickness Survey as required by Section 01050 – Field Engineering.

2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision required to furnish and install the GABC Paving as shown on the drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 18: Concrete Paving

1. Measurement: The quantity of Concrete Paving which will be paid for under this item will be the actual number of square yards of Concrete Paving as measured in the two-dimensional plan view installed and minimum thickness as verified by the Road Thickness Survey as required by Section 01050 – Field Engineering.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision required to furnish and install the Concrete Paving as shown on the drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 19: Bollards

1. Measurement: The quantity of Bollards to be paid for under this item will be the actual number of Bollards installed as shown on the Drawings and specified herein and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for Bollards installed as shown on the Drawings and specified herein including but not limited to labor; materials; installation; site restoration; and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 20: 6' Wheel Stops

1. Measurement: The quantity of 6' Wheel Stops to be paid for under this item will be the actual number of 6' Wheel Stops installed as shown on the Drawings and specified herein and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for 6' Wheel Stops installed as shown on the Drawings and specified herein including but not limited to labor; materials; installation; site restoration; and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 21: 8' Wheel Stops

1. Measurement: The quantity of 8' Wheel Stops to be paid for under this item will be the actual number of 8' Wheel Stops installed as shown on the Drawings and specified herein and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for 8' Wheel Stops installed as shown on the Drawings and specified herein including but not limited to labor; materials; installation; site restoration; and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 22: Chain Link Fence

1. Measurement: The quantity of Chain Link Fence to be paid for under these items will be the actual number of linear feet of 6-foot Chain Link Fence, in place measured horizontally along the fence by Contractor's final survey.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, fence alignment, clearing as necessary to install the fencing, concrete foundation, tools, equipment, supervision, and incidentals to furnish and install the chain link fence as shown on the Drawings and specified herein.

Item 23: Cantilevered Slide Gates

1. Measurement: The quantity of Cantilevered Slide Gates to be paid for under these items will be the actual number of cantilevered slide gates in place as shown on the Drawings and specified herein and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for cantilevered slide gates installed as shown on the Drawings and specified herein including but not limited to labor; materials; installation; site restoration; and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 24: 2-inch SDR 21 Water Line

1. Measurement: The quantity of 2-inch SDR 21 Water Line to be paid for under these items will be the actual number of linear feet of Water Line in place measured horizontally along the centerline of installed pipes.
2. Payment: The unit price bid per linear foot for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the designated pipe as

shown on the Drawings and specified herein, including but not limited to furnishing and installing all pipe, fittings, couplings, pipe bedding, pipe backfill, cleaning, testing, certifying surveying, and all other appurtenances and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 25: 3/4-inch SDR 21 Water Line

1. Measurement: The quantity of 3/4-inch SDR 21 Water Line to be paid for under these items will be the actual number of linear feet of Water Line in place measured horizontally along the centerline of installed pipes.
2. Payment: The unit price bid per linear foot for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the designated pipe as shown on the Drawings and specified herein, including but not limited to furnishing and installing all pipe, fittings, couplings, pipe bedding, pipe backfill, cleaning, testing, certifying surveying, and all other appurtenances and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 26: Pavement Striping

1. The lump sum price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to install pavement striping accordance with the NCDOT Standards, including surveying, surface preparation, and other appurtenances for which payment is not provided under other items in the bid form.

Item 27: Seeding and Mulching

1. Measurement: The quantity of Seeding & Mulching which will be paid for under this item will be the actual number of acres of Seeding and Mulching as measured in place by computing the two-dimensional plan area of the limits of the Seeded and Mulched area indicated on the post-work survey, as required in Section 01050.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and perform the seeding and mulching work for disturbed areas as shown on the Drawings and specified herein, and the establishment of satisfactory growth of grass as examined and approved by the OWNER, maintained through submittal and acceptance of the C-SWPPP Permit Notice of Termination.

Item 28: Electrical

1. The lump sum price for Electrical shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Electrical as shown in the Electrical Drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 29: Wastewater Treatment and Dispersal System

1. The lump sum price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to install the Wastewater Treatment and Dispersal System as shown in the Wastewater Treatment and Dispersal System drawings and documents, including surveying, piping, septic tank, and drain field and other appurtenances for which payment is not provided under other items in the bid form.

Item 30: Concrete Walls/Steps/Foundations

1. The lump sum price for Concrete Walls/Steps/Foundations shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Concrete Walls/Steps/Foundations as shown in the Structural Drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 31: Customer Canopy

1. The lump sum price for Customer Canopy shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for engineering, furnishing and installing the Customer Canopy as shown in the Structural Drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 32: Multi-Material Canopy

1. The lump sum price for Multi-Material Canopy shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for engineering, furnishing and installing the Multi-Material Canopy as shown in the Structural Drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 33: Equipment Shed

1. The lump sum price for Equipment Shed shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Equipment Shed as shown in the Structural Drawings and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 34: Attendant Building

1. The lump sum price for Attendant Building shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the Attendant Building as shown in the Architectural Drawings, Structural Drawings, and all other work required or incidental to the satisfactory completion of all work under this item for which payment is not provided under other items in the bid form.

Item 35: Miscellaneous Work & Cleanup

1. The lump sum price for Miscellaneous Work & Cleanup shall be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to perform work described in Section 02901 and as shown on the Drawings, and any other work not specifically included for payment under any other item but obviously necessary to complete the Contract.

END OF SECTION

SECTION 01026  
SCHEDULE OF VALUES

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit to the ENGINEER a Schedule of Values allocated to the various portions of the Work as listed in the Bid Form within 14 days after the effective date of the Agreement.
- B. Upon request of the ENGINEER, support the values with data that will substantiate their correctness.
- C. The accepted Schedule of Values shall be used as the basis for the CONTRACTOR'S Applications for Progress Payments.

1.02 RELATED REQUIREMENTS

- A. Notice to Bidders
- B. Bid Form
- C. Construction Contract
- D. Instructions to Bidders and General Conditions
- E. Supplementary General Conditions
- F. Section 01027: Application for Payment

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. CONTRACTOR'S standard forms and automated printout will be considered for approval by the ENGINEER upon CONTRACTOR'S request. Identify schedule with:
  - 1. Title of PROJECT and location.
  - 2. ENGINEER and PROJECT number.
  - 3. Name and Address of CONTRACTOR.
  - 4. Contract designation.
  - 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction and shall include a breakdown of all Lump Sum Bid Items. At a minimum the component parts listed in the bid form shall be used.
- C. For each major line-item list sub-values of major products or operations under the item.
- D. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the CONTRACTOR'S overhead and profit.
  2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the ENGINEER.
    - b. The total installed value.
  - E. The sum of all values listed in the schedule shall equal the total Contract Sum.
- 1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES
- A. Submit a sub-schedule of unit costs and quantities for:
    1. Products on which progress payments will be requested for stored products.
  - B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
  - C. The unit quantity for bulk materials shall include an allowance for normal waste.
  - D. The unit values for the materials shall be broken down into:
    1. Cost of the material, delivered and unloaded at the site, with taxes paid.
    2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
    3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.
  - E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

## SECTION 01027

### APPLICATIONS FOR PAYMENT

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the ENGINEER in accordance with the schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR.
- B. The accepted Schedule of Values, Section 01026, shall be used as the basis for the CONTRACTOR'S Application for Payment.

##### 1.02 RELATED WORK

- A. Agreement
- B. Instructions to Bidders and General Conditions
- C. Supplementary General Conditions
- D. Section 01025: Measurement and Payment
- E. Section 01026: Schedule of Values
- F. Section 01036: Change Order Procedures
- G. Section 01050: Field Engineering
- H. Section 01310: Construction Schedule
- I. Section 01380: Construction Photographs
- J. Section 01700: Contract Closeout
- K. Section 01720: Project Record Documents

##### 1.03 SUBMITTALS

- A. CONTRACTOR shall submit sample Application for Payment Form for approval by the OWNER prior to submittal of the first Application for Progress Payment
- B. Submit Application for Payment and continuation sheets in format consistent with Section 01026 – Schedule of Values and approved by the OWNER providing complete documentation of all items for which payments is requested. The Application for Payment form and continuation sheets shall be prepared on 8-1/2-inch by 11-inch page. Each Application for Payment submittal shall include an Excel Spreadsheet file.

*Electronic submittals (portable document format) may be used upon request and approval by the ENGINEER or as agreed to in the Pre-Construction Meeting.*

- C. Provide a project status report consisting of construction drawing sheets (.pdf) illustrating working areas, progress status, completed areas and tasks. Provide construction photographs in accordance with Section 01380.
- D. Provide construction photographs in accordance with Section 01380

#### 1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

##### A. Application Form:

- 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
- 3. Execute certification with signature of a responsible officer of Contract firm.

##### B. Continuation Sheets:

- 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
- 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  - a. Round off values to nearest dollar, or as specified for Schedule of Values.
- 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
  - a. List by Change Order Number and description, as for an original component item of work.
- 4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

#### 1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER or ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
  - 1. Project.

2. Application number and date.
  3. Detailed list of enclosures.
  4. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.
- C. As a prerequisite for payment, CONTRACTOR is to submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the CONTRACTOR is requesting.
- D. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings and surveys in accordance with Section 01050 for review by the OWNER and the ENGINEER.
- E. CONTRACTOR shall maintain an updated construction schedule in accordance with Section 01310. As a prerequisite for monthly progress payments, CONTRACTOR shall submit the updated construction schedule with the applications for progress payments. If the CONTRACTOR fails to submit the required updated schedule within the time prescribed, the ENGINEER may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required updated schedule. Submit one copy for each copy of application.
- F. The CONTRACTOR shall demonstrate, as a prerequisite for monthly progress payments, compliance with all requirements specified in Section 02276 – Erosion and Sediment Control the erosion and sedimentation control plan and associated drawings, to the ENGINEER. If the CONTRACTOR fails to demonstrate compliance the ENGINEER reserves the right to withhold approval of progress payment estimates until such time as the CONTRACTOR demonstrates to the ENGINEER full compliance with Section 02276 – Erosion and Sedimentation Control, the erosion and sedimentation control plan and associated drawings.
- G. Upon request by the OWNER or ENGINEER, the CONTRACTOR shall provide (as a prerequisite for monthly progress payments) an accumulating cost curve (tabular and diagram) indicating schedule, forecast and actual progress.
- 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT
- A. Fill in Application form as specified for progress payments.
- B. Submit all Project Record Documents in accordance with Sections 01050 and 01720.

- C. Follow procedures described in the General Conditions and Section 01700 – Contract Closeout

#### 1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the ENGINEER at the times stipulated in the Agreement; transmit Applications in the approved format by the approved method (hard copy and quantity, electronic, etc.).
- B. When the ENGINEER finds Application properly completed and correct, ENGINEER will transmit certificate for payment to OWNER, with copy to CONTRACTOR.
- C. Submit one copy of the invoices for all equipment and materials purchased under the Contract with each Application for Payment current through the previous payment period. Invoices shall show the sales tax paid and shall be used by the OWNER for recovery of taxes.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

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## SECTION 01030

### SPECIAL PROJECT PROCEDURES

#### PART 1: GENERAL

##### 1.01 General

- A. Carefully coordinate and conduct all work in strict accordance with Federal, State, and County requirements and standards.

##### 1.02 LINES AND GRADES

- A. The CONTRACTOR shall be responsible for establishing all lines and measurements necessary for proper prosecution and control of the work. Available horizontal and vertical controls are shown on the Drawings.

##### 1.03 ACCESS AND DRAINAGE

- A. The CONTRACTOR shall provide and maintain adequate access to and throughout the site and shall keep all natural drainage and water courses unobstructed or provide equal courses effectively placed. He shall maintain the access and drainage facilities in accordance with their original condition. The OWNER assumes no responsibility for the placement, condition or maintenance of any haul roads, access roads or structures that may be used by the CONTRACTOR in the performance of his work.
- B. Truck traffic shall be routed over roads which will result in the least effect on traffic and nuisance to the public and Nash County Landfill Operations. All material shall be loaded and hauled in a manner which will prevent the loss of any portion of the load in transit, including covering, if necessary.
- C. Landfilling operations will continue at the facility. Proper safety measures, such as signs, barricades, and other means of traffic guidance, shall be implemented to ensure that the safety of these facilities is not jeopardized and that operations are not in any way disrupted.

##### 1.04 RIGHT-OF-WAYS

- A. Work performed in RIGHT-OF-WAYS (R-O-W) shall be subject to the provisions of the R-O-W agreements. In general, these easements provide for restoring the property to the condition existing before construction began, except where otherwise noted on the Plans.

##### 1.05 PROVISIONS FOR THE CONTROL OF DUST

- A. Sufficient precautions shall be taken during construction to minimize and suppress dust. Water or other methods as approved shall be applied as necessary to maintain moist conditions and avoid the generation of dust. Dust suppression activities shall not be interrupted due to equipment breakdown; backup equipment shall be readily available.

1.06 LOCATION, PROTECTION AND MAINTENANCE OF EXISTING UTILITIES, STRUCTURES AND PROPERTY

- A. Existing utilities are located and are operating in the construction area. CONTRACTOR shall contact the office of each utility operator and ascertain the extent of specific service areas. CONTRACTOR shall contact the North Carolina 811 Call system (Dial 811 or 1-800-632-4949), at least 48 hours prior to commencement of work.
- B. The location of existing utilities across or along the line of the proposed work is not necessarily shown on the Drawings and where shown is only approximately correct. The CONTRACTOR shall locate all underground lines and structures prior to excavation.
- C. The CONTRACTOR shall assume full responsibility for the protection and restoration of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. CONTRACTOR shall carefully support and protect all such structures and utilities from injury. Damages resulting from the construction operations shall be repaired by CONTRACTOR.
- D. The CONTRACTOR shall fully cooperate at all times with the utility owners to maintain the operation of existing utilities with the least amount of interference and interruption possible. Continuous service, public health and safety considerations shall exceed all others and the CONTRACTOR'S schedule, plans and work shall at all times be subject to alteration and revision if necessary, for these considerations.
- E. Temporary support, adequate protection and maintenance of all underground and surface utility installations and structures, drains, sewers, and other obstructions encountered shall be provided as required by the CONTRACTOR. Arrange and pay all costs for required support of utility poles and other structures as required by the utility owners prior to excavation.
- F. Trees, shrubbery, fences, poles, signs and all other property shall be protected to the extent practicable.
- G. Wetland areas shall not be disturbed.

## 1.07 RELOCATION OF UTILITIES AND STRUCTURES

- A. The CONTRACTOR shall be responsible for the temporary or permanent relocation of structures and utilities, including but not limited to poles, signs, fences, hydrants, valves, piping, conduits and drains that interfere with the positioning of the Work as shown on the Drawings.
- B. No relocations of utilities shall be made without approval of the owner of the utility.
- C. All valve boxes and manhole frames and covers in intersections and elsewhere shall be adjusted as required to be flush with the final pavement surface.

## 1.08 CLAIMS FOR PROPERTY DAMAGE

- A. Upon notification by the ENGINEER, the CONTRACTOR shall investigate each claim for property damage and shall file, within ten (10) days of such notification, a statement with ENGINEER setting forth all facts and details relative to such claim.

## 1.09 CARE AND PROTECTION OF PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the ENGINEER.
- B. All driveways, sidewalks, curb and gutters disturbed by the CONTRACTOR'S operations shall be restored to their original condition in accordance with SCDOT and County requirements.
- C. All fences, signs, mailboxes, and other physical features shall be protected and restored in a workmanlike manner by the CONTRACTOR. Fences and other features removed by the CONTRACTOR shall be replaced as soon as conditions permit. All grass areas beyond the limits of construction that have been damaged by the CONTRACTOR shall be re-graded and restored to their original condition.
- D. All highways and roads that become littered or soiled by the CONTRACTOR from hauling equipment and/or project materials to or from the project site shall be maintained clean. Signs indicating construction traffic shall be installed at the entrances to the Project Area.

- E. If applicable, during the hauling of off-site borrow material onto the site the entrance road to the landfill from highway 90 to the maintenance building shall be cleaned by sweeping as necessary, at direction of the ENGINEER or at minimum at the end of every work week.

#### 1.10 GUARANTEE

- A. Work on this PROJECT shall be guaranteed in accordance with requirements of Article 13 of the General Conditions. Work found to be defective within 1 year after the date of Substantial Completion shall be corrected or replaced in accordance with the General Conditions.

#### 1.11 WEATHER PREPAREDNESS PLANNING

- A. Within fifteen (15) days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the OWNER in the event of a hurricane warning. Such measures shall be in accordance with state and local requirements.
- B. In the event of inclement weather, the CONTRACTOR will, and will cause Subcontractors, to protect carefully the Work and materials against damage or injury from the weather at no additional cost to the OWNER. If, in the opinion of the ENGINEER, any portion of the Work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or Subcontractors to so protect the work, such Work and materials shall be removed and replaced at the expense of the CONTRACTOR.

#### 1.12 DAMAGE DUE TO HIGH WATER

- A. The CONTRACTOR shall hold himself responsible for all damage done to the Work by heavy rains or flood and CONTRACTOR shall take all reasonable precautions to provide against damages in a permissible manner.

#### 1.13 EMERGENCIES

- A. The CONTRACTOR shall at all times after regular working hours, including weekend and holidays, maintain a telephone where the CONTRACTOR or his representative can be reached on an emergency basis. The CONTRACTOR shall be prepared to act to correct conditions on the site deemed to constitute an emergency by the ENGINEER, his representative, or the ENGINEER. The CONTRACTOR shall give the ENGINEER prompt written notice of all significant changes in the Work or deviations from the Contract caused thereby. If a condition on the site requires attention after working hours, either the

ENGINEER, his representative, or local authority shall call the CONTRACTOR at the emergency telephone number, identify himself and describe the emergency condition. The CONTRACTOR is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If the CONTRACTOR or his representative cannot be reached at the emergency number after a reasonable time (1/2 hour), the ENGINEER shall have the right to immediately initiate corrective measures, and the cost of such measures shall be borne by the CONTRACTOR.

- B. Emergency phone numbers (fire, medical, police) shall be posted at the CONTRACTOR'S phone and its location known to all.
- C. Accidents or incidents shall be reported immediately to the ENGINEER by phone or in accordance with the OWNER'S emergency response plan or procedures.
- D. All accidents or incidents shall be documented and a fully detailed written report, including police reports if produced, submitted to the ENGINEER after each occurrence.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

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## SECTION 01036

### CHANGE ORDER PROCEDURES

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A Promptly implement change order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on a time-and-material/ force account basis.
  - 3. Provide full documentation to the ENGINEER on request.
- B Designate in writing the member of CONTRACTOR'S organization:
  - 1. Who is authorized to accept changes in the Work.
  - 2. Who is responsible for informing others in the CONTRACTOR'S employ of the authorization of changes in the Work.
- C OWNER will designate in writing the person who is authorized to execute Change Orders.

##### 1.02 RELATED REQUIREMENTS

- A Construction Contract
- B Instructions to Bidders and General Conditions.
- C Supplementary General Conditions
- D Section 01027: Application for Payment.
- E Section 01310: Construction Schedules.
- F Section 01026: Schedule of Values.
- G Section 01630: Substitutions and Product Options.
- H Section 01720: Project Record Documents.

##### 1.03 DEFINITIONS

- A See Section Construction Contract and Instructions to Bidders and General Conditions.

#### 1.04 PRELIMINARY PROCEDURES

- A OWNER or ENGINEER may initiate changes by submitting a Request for Proposal (RFP) to CONTRACTOR. Request will include:
1. Detailed description of the Change, Products, and location of the change in the PROJECT.
  2. Supplementary or revised Drawings and Specifications.
  3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
  4. A specific period of time during which the requested price will be considered valid.
  5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B CONTRACTOR may initiate changes by submitting a written notice to ENGINEER, containing:
1. Description of the proposed changes.
  2. Statement of the reason for making the changes.
  3. Statement of the effect on the Contract Sum and the Contract Time.
  4. Statement of the effect on the work of separate contractors.
  5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

#### 1.05 WORK DIRECTIVE CHANGE (WDC)

- A In lieu of a Request for Proposal (RFP), OWNER or ENGINEER may issue a Work Directive Change (WDC) for CONTRACTOR to proceed with a change for subsequent inclusion in a Change Order.
- B Each WDC will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C OWNER and ENGINEER will sign and date the WDC as authorization for the CONTRACTOR to proceed with the changes.
- D CONTRACTOR may sign and date the WDC indicate agreement with the terms therein.

## 1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

A Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow ENGINEER to evaluate the quotation.

B On request, provide additional data to support time and cost computations.

1. Labor required.
2. Equipment required.
3. Products required.
  - a. Recommended source of purchase and unit cost.
  - b. Quantities required.
4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.

C Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.

1. Name of the OWNER'S authorized agent who ordered the work, and date of the order.
2. Dates and times work was performed, and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
  - a. Equipment used, listing dates and times of use.
  - b. Products used, listing of quantities.
  - c. Subcontracts.

D Document requests for substitutions for Products as specified in Section 01630.

## 1.07 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

A ENGINEER will prepare each Change Order and Field Order.

- B Forms: See end of this section for forms.
- C Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- E Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the Work, and/or memorialize trade-off agreements.
- F Field Order work will be accomplished without change in the Contract Sum, Contract Time, and/or claims for other costs.

#### 1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A Content of Change Orders will be based on, either:
  - 1. ENGINEER'S Proposal Request and CONTRACTOR'S responsive Proposal as mutually agreed between OWNER and CONTRACTOR.
  - 2. CONTRACTOR'S Proposal for a change, as recommended by ENGINEER.
- B OWNER and ENGINEER will sign and date the Change Order as authorization for the CONTRACTOR to proceed with the changes.
- C CONTRACTOR will sign and date the Change Order to indicate agreement with the terms therein.

#### 1.09 UNIT PRICE CHANGE ORDER

- A Content of Change Orders will be based on, either:
  - 1. ENGINEER'S definition of the scope of the required changes.
  - 2. CONTRACTOR'S Proposal for a change, as recommended by ENGINEER.
  - 3. Survey of completed work.
- B The amounts of the unit prices to be:
  - 1. Those stated in the Agreement.
  - 2. Those mutually agreed upon between OWNER and CONTRACTOR.
- C When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. OWNER and ENGINEER will sign and date the Change Order as authorization for CONTRACTOR to proceed with the changes.
2. CONTRACTOR will sign and date the Change Order to indicate agreement with the terms therein.

D When quantities of the items cannot be determined prior to start of the work:

1. ENGINEER or OWNER will issue a WDC directing CONTRACTOR to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, ENGINEER will determine the cost of such work based on the unit prices and quantities used.
  - a. CONTRACTOR shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. ENGINEER will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. OWNER and CONTRACTOR will sign and date the Change Order to indicate their agreement with the terms therein.

#### 1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK DIRECTIVE CHANGE

- A ENGINEER and OWNER will issue a WDC directing CONTRACTOR to proceed with the changes.
- B At completion of the change, CONTRACTOR shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C ENGINEER will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D ENGINEER will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E OWNER and CONTRACTOR will sign and date the Change Order to indicate their agreement therewith.

#### 1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.

B Periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Revise sub-schedules to show changes for other items of work affected by the changes.

C Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Date Issued: \_\_\_\_\_ Effective Date of Work Change Directive: \_\_\_\_\_

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

**Notes to User—Check one or both of the following**

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**CHANGE ORDER NO.: [Number of Change Order]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 Date Issued: \_\_\_\_\_ Effective Date of Change Order: \_\_\_\_\_

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

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Owner \_\_\_\_\_ Approved by Funding Agency (if applicable) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIELD ORDER NO.: [Number of Field Order]**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Date Issued: \_\_\_\_\_ Effective Date of Field Order: \_\_\_\_\_

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s): \_\_\_\_\_

Drawing(s) / Details (s): \_\_\_\_\_

**Description:**

**[Description of the change to the Work]**

**Attachments:**

**[List documents supporting change]**

**Issued by Engineer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION 01050

### FIELD ENGINEERING

#### PART 1: GENERAL

##### 1.01 SCOPE OF WORK

- A The CONTRACTOR shall retain the services of a registered land surveyor licensed in the State of North Carolina.
  - 1. Identify existing control points and property line corner stakes indicated on the Drawings, as required.
  - 2. Verify all existing structure locations and all proposed locations.
  - 3. Maintain an accurate location of all buried piping.
  - 4. Provide as-built records for all project grading and project components.

##### 1.02 RELATED WORK

- A Section 01025: Measurement and Payment
- B Section 01040: CQA Plan

##### 1.03 SUBMITTALS

- A Submit name, address and copy of licensure of the registered land surveyor proposed to be used on this PROJECT to the ENGINEER within 15 days of the Notice to Proceed.
- B On request of the ENGINEER, submit documentation to verify accuracy of field engineering work.
- C The CONTRACTOR is required to perform surveys signed and sealed by the registered land surveyor. All surveys shall be tied to the existing permanent survey monuments at the site, as identified on the drawings. These drawings shall be included with, and made a part of, the PROJECT record documents. The CONTRACTOR shall also electronically submit each survey in an AutoCAD release compatible with the ENGINEER's design software and/or Terramodel software format. All elevation information in the file must be at appropriate 3-D elevation. All entities shall be placed on layer names which adequately describe the entity being mapped.
- D The CONTRACTOR is required to perform the following surveys and submit to the ENGINEER.
  - 1. The CONTRACTOR shall provide certified topographic map surveys and Digital Terrain Models (DTM) of the following:

- a. Pre-work Survey: Immediately following clearing and grubbing and stripping and prior to starting excavation and/or backfill. Pre-Work Survey shall include surveys of existing surface utilities.
- b. Subgrade Plan Survey: Immediately following completion of excavation and backfill per the Subgrade Plan and prior to starting placement of the subsequent layer (compacted soil liner, protective cover layer, drainage layer, stone road paving).
- c. Post-work Survey (as-built): Following completion of placement of grading, landfill compacted soil liner and protective cover layer; to include landfill operational berms, diversion berms, ditches, and roadways where applicable.

The surveys shall meet the following criteria: 1" = 100' scale reproducible plot produced at national map accuracy standards for 1" = 100' scale maps with 2' contour interval.

The DTM must contain adequate 3-D points and 3-D break lines required to accurately model the photographed surface to within above stated accuracy. The DTM must also provide a 2-D polyline defining the limits of the area surveyed. The points, break lines, and survey limits line shall be on separate layers.

## 2. Compacted Soil Liner, Geosynthetics and Protective Cover Surveys

The CONTRACTOR shall provide Surveys that show the constructed horizontal limits of Compacted Soil Liner, and geosynthetics (GCL, geomembrane liner, geocomposite drainage net, etc.) and Protective Cover layers, respectively.

- a. The Compacted Soil Liner Survey and Protective Cover Survey shall also include a grid survey that shows the elevations of each of the following components of the liner system: 1) elevations of the Compacted Soil Liner subgrade, 2) elevations of the finish grade of the Compacted Soil Liner, 3) elevations of the subgrade of the Protective Cover, and 4) finish grades of the Protective Cover, taken on a grid pattern of 50-foot centers, and at all breaks in grade (max 50' spacing,) and along all boundaries/edges of the liner system (max 50' spacing). Identical horizontal points for all three grades shall be required.

CONTRACTOR shall submit *proposed* grid survey points for approval by the ENGINEER. The grid pattern shall remain in the same location for each survey layer. No soil liner, GCL, geomembrane or overlaying layer shall be placed until a certified survey is submitted and approved by the Engineer demonstrating that the surface of the Compacted Soil Liner

conforms to the Project Drawings and that the thickness of the Compacted Soil Liner is a minimum of 18-inches at all grid points within the landfill or as specified in the Contract Documents. The actual bottom elevation of the Compacted Soil Liner shall be at or above the plan subgrade elevation at all grid points and within 0.10' of plan elevation.

All grid points shall be accompanied by a spreadsheet (survey grid table), certified by the Surveyor, indicating point number, subgrade elevation, top of compacted soil liner elevation, thickness of compacted soil liner, bottom and top of protective cover, and protective cover thickness.

- b. The Surveyor shall provide a map locating the geosynthetics (GCL, geomembrane, GDN), anchor trench, edge of geosynthetics, FML panels, all destructive test sample locations, all FML repairs, and limits of each layer of geosynthetics and locations of all unique structures. The survey shall represent as-built final elevations. The 3D surface area(s) of the geosynthetics shall be shown on the survey.
3. Certified survey of the limits of work, and surface and subsurface structures installed by CONTRACTOR shall be provided after completion of the PROJECT and shall include the following:
- a. Limits of Work – Including, but not limited to:
    - i. limits of cleared and grubbed, stripped
    - ii. limits of road pavement
    - iii. limits of seeded and mulched
  - b. Surface Facilities – Including, but not limited to:
    - i. Rip-rap aprons, ditches and outlet energy dissipaters
    - ii. Stormwater management structures (ponds, basins, pipes, pipe inverts, outlet devices/structures, ditches, berms)
    - iii. Collection pipes and lines (drainage aggregate limits), header pipes, stub-outs, tie-ins and clean-outs
    - iv. Manholes and pumping systems
    - v. Any other surface facilities installed by the Contractor.
  - c. Subsurface Facilities – Including, but not limited to:
    - i. Pipes (indicating alignment and invert elevations, size, elbows, valves, stub-outs, tie-ins, clean-outs, etc.)
    - ii. Pipe drop inlets (including grate elevations and pipe inverts)
    - iii. Pump station pipe invert elevations
    - iv. Force main pipe alignment
    - v. Buried electrical conduit
    - vi. Any other subsurface facilities installed by the Contractor.

4. The OWNER reserves the right to withhold final payment on any or all work items requiring confirmation as-built surveys until such time that the final as-built survey is submitted and approved by the OWNER.

#### 1.04 QUALIFICATIONS OF SURVEYOR and EQUIPMENT

- A Registered land surveyor of the discipline required for the specific service on the PROJECT, currently licensed in the State of the North Carolina.
- B All survey instruments should be capable of reading to a precision of 0.01 ft and with a setting accuracy of 20 sec. ( $5.6 \times 10^{-3}$  degrees).

#### 1.05 SURVEY REFERENCE POINTS

- A Existing basic horizontal and vertical control points for the PROJECT are those designated on Drawings.
- B Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.
  1. Make no changes or relocations without prior written notice to the ENGINEER.
  2. Report to the ENGINEER when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
  3. Require surveyor to correctly replace PROJECT control points which may be lost or destroyed.
    - a. Establish replacements based on original horizontal and vertical survey control.

#### 1.06 PROJECT SURVEY REQUIREMENTS

- A Establish a minimum of two permanent benchmarks on site, referenced to data established by survey control points.
  1. Record locations, with horizontal and vertical data, on PROJECT Record Documents.
  2. Clearly identify the benchmarks in the field with marker post. Install protection around the benchmarks.
- B Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  1. Site improvements

- a. Stakes for grading, fill and topsoil placement.
  - b. Utility slopes and invert elevations.
- C From time to time, verify layouts by same methods.
- D Establish all lines and grades prior to construction of line work for all pipelines at 100-ft increments and at defined breaks in grade.

#### 1.07 RECORDS

- A Maintain a complete, accurate log of all control and survey work as it progresses.
- B Update the PROJECT Record Drawings on a monthly basis based on the work performed during the month ending at the pay request as a condition for approval of monthly progress payment requests.
- C Maintain an accurate record of piping changes, revisions, and modifications.
- D All field survey notes will be retained by the Surveyor. The results from the field surveys will be documented on a set of Survey Record Drawings signed and sealed by a registered Professional Engineer or Professional Land Surveyor licensed in the State of North Carolina for submittal to the ENGINEER. The CONTRACTOR shall certify to the ENGINEER that the results of the survey demonstrate compliance with the Contract Documents. These drawings shall, at a minimum, show the final elevations and locations of all surfaces and appurtenances surveyed.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

## SECTION 01055

### DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

#### PART 1:

##### A. GENERAL

ENGINEER'S Resident Project Representative (RPR) will act as directed by and under the supervision of the ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with ENGINEER and CONTRACTOR, and dealing with Subcontractors shall only be through or with the full knowledge of CONTRACTOR.

##### B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

###### 1. Schedule:

- a. Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

###### 2. Meetings:

- a. Attend pre-construction conferences. Arrange meetings with the CONTRACTOR on regular basis in consultation with ENGINEER. Attend progress meetings.

###### 3. Liaison:

- a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist him in understanding the intent of the CONTRACT Documents. Assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
- b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the PROJECT.

###### 4. Shop Drawings and Samples:

- a. Receive and record data of receipt of Shop Drawings and samples, receive samples that are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.

- b. Advise ENGINEER and CONTRACTOR or his superintendent immediately of the commencement of any work requiring a Shop drawing or sample submission if the submission has not been approved by the ENGINEER.

5. Review of PROJECT, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the PROJECT is proceeding in accordance with the CONTRACT Documents and that completed Work will conform to the CONTRACT Documents.
- b. Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty, or defective or does not conform to the CONTRACT Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required by the CONTRACT Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof, observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the outcome of these inspections and report to the ENGINEER.

6. Interpretation of CONTRACT Documents:

- a. Transmit to CONTRACTOR, ENGINEER'S clarifications and interpretations of the CONTRACT Documents.

7. Recommendations:

- a. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of project meetings, Shop Drawings and sample submissions, reproductions of original CONTRACT Documents including all Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of

the CONTRACT, ENGINEER'S clarifications and interpretations of the CONTRACT Documents, progress reports, and other PROJECT related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions (temperature, estimated wind direction and speed, rainfall amounts, and time of occurrence), data relative to questions of extras or deductions, list of visiting officials and representatives of manufactures, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as the case of observing test procedures. Provide copies to the ENGINEER upon request.
- c. Record contact information of all CONTRACTORS, Subcontractors and major suppliers of materials and equipment.
- d. Furnish ENGINEER periodic reports as required of progress of the PROJECT and CONTRACTOR'S compliance with the approved progress schedule and schedule of Shop Drawing submissions.
- e. Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the PROJECT.
- f. Report immediately to ENGINEER upon the occurrence of any accident.

#### 9. Payment Requisitions:

- a. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the PROJECT.

#### 10. Certificates, Maintenance and Operation Manuals:

- a. During the course of the PROJECT, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forward to OWNER prior to final acceptance of the PROJECT.

#### 11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction (punchlist).

- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the CONTRACT Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER'S authority as set forth in the CONTRACT Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, or CONTRACTOR'S Superintendent, or expedite the PROJECT.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the CONTRACT Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the PROJECT.
6. Shall not authorize OWNER to occupy the PROJECT in whole or in part.

END OF SECTION

## SECTION 01200

### PROJECT MEETINGS

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A The ENGINEER shall schedule and administer a pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the work. The ENGINEER shall:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Keep a record of the meeting, to include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of the record within five working days after each meeting:
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B Representatives of the CONTRACTOR, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C The CONTRACTOR shall provide an updated schedule at each PROJECT meeting.
- D The CONTRACTOR shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

##### 1.02 RELATED REQUIREMENTS

- A Section 00700: General Conditions.
- B Section 00800: Supplementary Conditions.
- C Section 01310: Construction Schedules.
- D Section 01340: Shop Drawings, Product Data, Working Drawings, and Samples.
- E Section 01720: Project Record Documents

### 1.03 PRE-CONSTRUCTION MEETING

A The ENGINEER will schedule a pre-construction meeting in accordance with Article 2.8 of the General Conditions.

B Location: A central site, convenient for all parties, designated by the OWNER.

C Attendance:

1. ENGINEER.
2. OWNER Representative.
3. CONTRACTOR'S Superintendent.
4. Major Subcontractors.
5. Major suppliers.
6. Utilities
7. Others as appropriate.

D Agenda:

1. Distribution and discussion of:
  - a. List of major subcontractors and suppliers.
  - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
  - a. Designation of responsible personnel.
  - b. Discussion of the construction management organization.
  - c. Respective duties during construction
  - d. Periodic reporting requirements for test results and construction activities.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.

- d. Change Orders.
- e. Applications for Payment (monthly date of Payment to be determined).
- 6. Distribution of Contract Documents.
- 7. Procedures for maintaining Record Documents.
- 8. Use of premises:
  - a. Office, work and storage areas.
  - b. OWNER'S requirements.
- 9. Construction facilities, controls and construction aids.
- 10. Temporary utilities.
- 11. Housekeeping procedures.
- 12. Safety

#### 1.03 COORDINATION MEETINGS

- A. Coordination Meetings shall occur daily between the Contractor Superintendent, and any other QA/QC staff as necessary. Coordination Meetings shall cover the day's anticipated work areas, QA/QC testing requirements, and troubleshooting. Items discussed in the Coordination Meetings shall be documented in the record of daily observation.

#### 1.04 PROGRESS MEETINGS

- A. The ENGINEER will schedule regular progress meetings. The progress meetings will be held approximately every 14 days or 28 days, depending on work activities, with the first meeting 15 days after the pre-construction meeting or no later than 30 days after the date of Notice to Proceed.
- B ENGINEER, OWNER, or CONTRACTOR may hold or call meetings as required by progress of the work.
- C Location of the meetings: PROJECT field office of CONTRACTOR or ENGINEER.
- D Attendance:
  - 1. OWNER'S Representative
  - 2. ENGINEER

3. RPR
4. CONTRACTOR'S Superintendent
5. Subcontractors as appropriate to the agenda.
6. Suppliers as appropriate to the agenda.
7. Others as appropriate.

E Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Measures and procedures to maintain projected schedule.
7. Revisions to Construction Schedule.
8. Progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Review proposed changes for:
  - a. Effect on Construction Schedule and on completion date.
  - b. Effect on other contracts of the PROJECT.
14. Construction Schedule
15. Critical/long lead items.
16. Other business.

F The CONTRACTOR is to attend progress meetings and is to study previous

meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the work, etc.

G The CONTRACTOR is to provide a current submittal log at each progress meeting in accordance with Section 01340.

END OF SECTION

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## SECTION 01310

### CONSTRUCTION SCHEDULES

#### PART 1: GENERAL

##### 1.01 WORK INCLUDED

- A Promptly following award of the Contract prepare and submit to the ENGINEER construction progress schedules for the Work, with sub-schedules of related activities which are essential to its progress.
- B Submit progress schedules electronically in .pdf on a monthly basis, at minimum.
- C Submit once per week via email, short-term forecast detailing work tasks planned, update on work performed to date and task performed previous week.

##### 1.02 RELATED REQUIREMENTS

- A. Section 00700: General Conditions.
- B. Section 00800: Supplemental Conditions
- C. Section 01010: Summary of Work.
- D. Section 01027: Application for Payment
- E. Section 01200: Project Meetings.
- F. Section 01340: Shop Drawings, Product Data and Samples.
- G. Section 01026: Schedule of Values

##### 1.03 FORM OF SCHEDULES

- A Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each task or operation for each item of work at minimum, in order corresponding to the Bid Form sub-schedules of work items may be necessary and shall be provided upon request.
  - 2. Horizontal time scale: In weeks from start of construction and identify the first workday of each month.
  - 3. Scale and spacing: To allow space for notations and future revisions.

B Identification of listings: By construction bid item.

#### 1.04 CONTENT OF SCHEDULES

A Construction Progress Schedule:

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning of, and completion of, each contract bid item at minimum and phase of construction in no more than a one-week increment scale. List all contract items and benchmark dates, but not limited to these specifically:
  - a. Notice to Proceed
  - b. Mobilization
  - c. Sub-contracted Work Items
  - d. Surveying
  - e. Submittals
  - f. Erosion and Sedimentation Control Measures
  - g. Excavation and Backfill Installation
  - h. Major Material Deliveries
  - i. Stormwater Management Features
  - j. Building Construction Activities
  - k. Concrete Tire Pad Activities
  - l. Scale Installation
  - m. Seeding and Mulching
  - n. Miscellaneous Work and Cleanup
  - o. Restoration
  - p. Substantial Completion
  - q. Final Completion
  - r. Demobilization
3. Show percentage of completion for each item, as of the first day of each month
4. Upon request, provide cash flow projections (forecast of monthly pay applications) to correspond with the most current construction progress schedule
5. Highlight all activities on the critical path

B. Submittals Schedule for Shop Drawings, Product Data and Samples in accordance with Section 01340. Show:

1. The dates for CONTRACTOR'S submittals.
2. The date submittals will be required for OWNER-furnished products, if applicable.
3. The dates approved submittals will be required from the ENGINEER.

C. A list of all long lead items (equipment, materials, etc.)

#### 1.05 PROGRESS REVISIONS

A Indicate progress of each activity to date of submission.

B Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

#### 1.06 SUBMISSIONS

A Submit initial schedules to the ENGINEER within 5 days after the effective date of the Agreement for review. Re-submit revised schedules within 5 days after receiving review comments.

B Submit an updated progress schedule at the frequency provided by the ENGINEER at the Pre-Construction Conference.

CONTRACTOR should be prepared at minimum, to submit a progress schedule:

1. With each progress application for payment,
2. For review at project meetings.
3. Submit and update progress schedule at every identifiable impact to the completion date, provide an updated construction progress schedule.

C Submit to the ENGINEER once per week via email, short-term forecast detailing work tasks planned, update on work performed to date and task performed previous week. Project status reports shall include construction drawing sheets (.pdf) illustrating working areas, progress status and completed areas and tasks.

#### 1.07 DISTRIBUTION

A Distribute copies electronically of the reviewed schedules to:

1. ENGINEER
2. CONTRACTOR'S job site file
3. Subcontractors as applicable; others as directed by the ENGINEER

B Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedules.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION

### 3.01 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

A The CONTRACTOR agrees that whenever it becomes apparent from the current monthly schedule that delays to the project schedule have resulted, and hence, that the contract completion date will not be met, he will take some or all of the following actions at no additional cost to the ENGINEER, submitting to the ENGINEER for approval, a written statement of the steps he intends to take to remove or arrest the delay in the approved schedule.

1. Increased construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
3. Re-schedule activities to achieve maximum practical concurrency of accomplishment of activities and comply with the revised schedule.
4. Costs incurred by the OWNER arising from such lengthening of hours, including extended time for the RPR or furnishing of Inspectors, shall be the CONTRACTOR'S responsibility and shall be deducted from monies due him. Failure of the CONTRACTOR to comply with these requirements may be grounds for determination by the ENGINEER that the CONTRACTOR is not progressing at such rates as will ensure completion within the specified time and may result in the termination of the right of the CONTRACTOR to continue the work.

### 3.02 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

A If the CONTRACTOR desires to make changes in his method of operating which affect the approved schedule, he shall notify the ENGINEER in writing, stating what changes are proposed and the reason for the change. If the ENGINEER approves these changes, the CONTRACTOR shall revise and submit for approval, without additional

cost to the OWNER, all of the affected portion of the schedule. The schedule shall be adjusted by the CONTRACTOR only after prior approval of his proposed changes by the ENGINEER.

- B The contract completion time will be adjusted only for causes specified in this contract. In the event the CONTRACTOR requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the ENGINEER may deem necessary for a determination as to whether the CONTRACTOR is entitled to an extension of time under the provisions of this contract. ENGINEER will, after receipt of such justification and supporting evidence make findings of fact and will advise the CONTRACTOR in writing therefore if the ENGINEER finds that the CONTRACTOR is entitled to any extension of any contract completion date under the provisions of this contract, the ENGINEER'S determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next monthly updating of the schedule. The CONTRACTOR acknowledges and agrees that actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path in the schedule do not have any effect on the contract completion date or dates, and therefore, will not be the basis for a change.

### 3.03 ADJUSTMENT BY ENGINEER

- A From time to time it may be necessary for the Contract schedule and/or completion time to be adjusted by the ENGINEER due to the effects of job conditions, acts or omissions of other CONTRACTORS not directly associated with this contract, weather, technical difficulties, unavoidable delays and other enforceable conditions which may indicate schedule adjustments and/or completion time extension. Under such conditions, the ENGINEER shall direct the CONTRACTOR to reschedule the work to reflect the changed conditions, and the CONTRACTOR shall revise his schedule accordingly. Schedule extensions affecting the Contract completion time shall be granted only by the ENGINEER in writing. No additional compensation shall be made to the CONTRACTOR for such schedule changes except for unavoidable overall Contract time extensions beyond the actual completion of all unaffected Work in the Contract, in which case the CONTRACTOR shall take all possible action to minimize any time extension and any additional cost to the Owner.

### 3.04 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES

- A Where work is to be performed under this contract concurrently with and/or contingent upon work performed on the same facilities or area under other contracts, the CONTRACTOR'S schedule shall be coordinated with the schedules of the other contracts. The CONTRACTOR shall obtain the schedules of the other appropriate

contracts for the preparation and updating of his schedule and shall make the required changes in his schedule when indicated by changes in corresponding schedules.

- B The OWNER controls the float time in the approved schedule and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the schedule, the OWNER may initiate changes to the work that absorb float time only. OWNER initiated changes that affect the Critical Path on the approved schedule shall be the sole grounds for extending said completion dates. CONTRACTOR-initiated changes that encroach on the float time identified in the approved schedule may be accomplished with the OWNER'S concurrence. Such changes, however, shall give way to OWNER-initiated changes competing for the same float time.

END OF SECTION

## SECTION 01340

### SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

#### PART 1: GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data and Samples. Detailed submittal requirements are specified in the technical specification sections.
- B All submittals shall be clearly identified by reference to Specification Section, Paragraph, Drawing No. or Detail as applicable. Submittals shall be clear and legible and of sufficient size for sufficient presentation of data.
- C All CONTRACTOR submittals shall be submitted directly from the CONTRACTOR, thoroughly reviewed and include signature of the CONTRACTOR stating as such.

##### 1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

###### A Shop Drawings

1. Shop drawings as specified in individual work Sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.
2. All shop drawings submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for review. The CONTRACTOR shall be responsible for their submission at the proper time to prevent delays in delivery of materials.
3. The CONTRACTOR shall review and check for accuracy and adequacy all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error should be returned to the subcontractors for correction before submission thereof.
4. All details on shop drawings submitted for approval shall show clearly the relation of all parts to the main members and lines of the structure. Where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

## B Product Data

1. Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the Work.

## C Working Drawings

1. When used in the Contract Documents, the term "working drawings" shall be considered to mean the CONTRACTOR'S plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; and for such other work as may be required for construction but does not become an integral part of the PROJECT.
2. Working drawings shall be prepared and sealed by a registered Professional Engineer, currently licensed to practice in the State of North Carolina. The CONTRACTOR shall submit a letter of certification from the Professional Engineer stating that he/she has prepared the designs and has verified that the materials/equipment have been installed as designed. No working drawings or calculations/computations relating to the working drawings shall be submitted to the ENGINEER unless specifically requested in writing.

## D Samples

1. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the ENGINEER for independent inspection and testing, as applicable to the Work.

### 1.03 CONTRACTOR'S RESPONSIBILITIES

#### **A The CONTRACTOR shall thoroughly review shop drawings, product data and samples, including those by sub-contractors, prior to submission to determine and verify the following:**

1. Field measurements

2. Field construction criteria
  3. Catalog numbers and relative data
  4. Conformance with the Specifications
- B Each shop drawing, sample and product data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement including the CONTRACTOR'S Company name and signed by the CONTRACTOR:

*"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."*

Shop drawings and product data sheets shall be bound together (electronic .pdf) in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide the ENGINEER a copy of each submittal transmittal sheet for shop drawings, product data and samples at the time of submittal of said drawings, product data and samples to the ENGINEER.

- C The CONTRACTOR shall utilize a 10-character submittal identification numbering system in the following manner:
1. The first character shall be a **D, S, P, M, or R**, which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P), Operating/Maintenance Manual (M), or Request for Information (R).
  2. The next five digits shall be the applicable Specification Section Number.
  3. The next three digits shall be the numbers 001-999 to sequentially number each initial separate item or drawing submitted under each specific Section number.
  4. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same Drawing, i.e., "A=1st submission, B=2nd submission, C=3rd submission, etc. A typical submittal number would be as follows:

**D-03300-008-B**

D – Shop Drawing

03300 – Specification Section for Concrete

008 – The eighth initial submittal under this specification section

- B – The second submission (first resubmission) of that particular shop drawing
- D Notify the ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- E The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER or OWNER will have no responsibility therefore.
- F No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the CONTRACTOR'S risk. The OWNER will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- G PROJECT work, materials, fabrication, and installation shall conform with Contract Documents and approved shop drawings, applicable samples, and product data.

#### 1.04 SUBMISSION REQUIREMENTS

- A Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other CONTRACTOR.
- B Each submittal, appropriately coded, will be returned within 14 calendar days following receipt of submittal by the ENGINEER.
- C Number of submittals required:
  - 1. Shop Drawings and Product Data as defined in Paragraph 1.02:  
**Generally, electronic submittals (.pdf, email) are suitable unless otherwise noted or as determined in the Pre-Construction Meeting.**
  - 2. Samples: Submit the number stated in the respective Specification Sections or as otherwise requested by the ENGINEER.
  - 3. Quality Control Data: Submit the number stated in the respective Specification Sections or as otherwise requested by the ENGINEER. At minimum, CONTRACTOR shall provide electronic, signed copies of all QC data in addition to signed certified hard copies for Certification Reporting once approved and accepted.

D Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The PROJECT title and number.
3. CONTRACTOR identification.
4. The names of:
  - a. CONTRACTOR
  - b. Supplier
  - c. Manufacturer
  - d. Sub-contractor or installer if not CONTRACTOR
5. Identification of the product, with the specification section number, page and paragraph(s).
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on re-submittals.
11. A blank space for CONTRACTOR and ENGINEER signatures.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A The review of shop drawings, data, and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
1. as permitting any departure from the Contract requirements;
  2. as relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
  3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- B The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the ENGINEER may return the reviewed drawings without noting an exception.

D Submittals will be returned to the CONTRACTOR under one of the following codes.

Code 1: "REVIEWED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

Code 2: "FURNISH AS CORRECTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3: "REVISE AND RE-SUBMIT". This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the ENGINEER within 10 calendar days of the date of the ENGINEER'S transmittal requiring the resubmittal.

Code 4: "REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Code 5: "SUBMIT SPECIFIC ITEM" is assigned where there are comments attached to the returned submittal which provide additional data to aid the CONTRACTOR.

Codes 1 through 4 designate the status of the reviewed submittal with Code 5 showing there has been an attachment of additional data.

In each case above, ENGINEER does not assume responsibility for accuracy of the product referenced on the submittal. CONTRACTOR is responsible for complying with the Contract Documents in all submittals unless so stated by the ENGINEER.

E Re-submittals will be handled in the same manner as first submittals. On re-submittals the CONTRACTOR shall direct specific attention, in writing on the

- letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the ENGINEER.
- F Partial submittals may not be reviewed. The ENGINEER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Rejected" until resubmitted. The ENGINEER may at his/her option, provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.
- G Repetitive Review
1. Shop drawings and other submittals will be reviewed no more than twice at the OWNER's expense. All subsequent reviews will be performed at times convenient to the ENGINEER and at the CONTRACTOR'S expense, based on the ENGINEER'S then prevailing rates. The CONTRACTOR shall reimburse the OWNER for all such fees invoiced to the OWNER. Submittals are required until approved.
  2. Any need for more than one resubmission, or any other delay in obtaining ENGINEER'S review of submittals, will not entitle CONTRACTOR to extension of the Contract Time.
- H If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the ENGINEER at least seven working days prior to release for manufacture.
- I When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

## 1.06 DISTRIBUTION

- A Distribute reviewed shop drawings and copies of reviewed product data and samples, where required, to the job site file and elsewhere as directed by the OWNER or ENGINEER.

## 1.07 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A If specifically required in other Sections of these Specifications, the CONTRACTOR shall submit a P.E./RLS Certification for each item required, in the form attached to this Section, completely filled in and stamped.

## 1.08 GENERAL PROCEDURES FOR SUBMITTALS

- A Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections, of the Specifications, so that the installation will not be delayed by processing times including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR'S failure to transmit submittals sufficiently in advance of the Work.
  
- B At the direction of the ENGINEER only, all submittals, responses and correspondence relating to submittals may be transmitted electronically other than samples and in QC Documentation.

P.E./R.L.S. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer/Registered Land Surveyor registered in the State of North Carolina and that he/she has been employed by

\_\_\_\_\_ (Name of Contractor)  
to design

\_\_\_\_\_ in accordance with Specification Section \_\_\_\_\_ for the

\_\_\_\_\_ (Name of Project)

The undersigned further certifies that he/she has performed the design of the

\_\_\_\_\_ ,

that said design is in conformance with all applicable local, state and federal codes, rules, and regulations, and that his/her signature and P.E./R.L.S. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the

\_\_\_\_\_ (Insert Name of Owner)

or OWNER'S representative with five working days following written request therefore by the OWNER.

\_\_\_\_\_  
P.E./R.L.S. Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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## SECTION 01380

### CONSTRUCTION PHOTOGRAPHS

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Employ competent photographer to take construction record photographs periodically during course of the Work.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01720: PROJECT Record Documents.

##### 1.03 PHOTOGRAPHY REQUIRED

- A. Provide photographs of the general construction area prior to starting construction.
- B. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- C. Provide photographs taken at each stage of construction and a minimum:
  - 1. Prior to initiation of construction.
  - 2. Completion of temporary erosion controls.
  - 3. Completion of stripping.
  - 4. Completion of excavations/grading.
  - 5. During installation of stormwater collection and conveyance structures
  - 6. During installation of subbase for paving and concrete
  - 7. During installation of paving and concrete
  - 8. During installation of foundations and all architectural work that will not be visible upon final completion.
  - 9. Upon completion of stabilization
- D. Views and Quantities Required:
  - 1. At each specified time, photograph PROJECT from a minimum of five different locations, as approved and/or requested by the ENGINEER.

2. Digital copies of photographs may be provided by the CONTRACTOR in lieu of paper copies.

#### 1.04 COSTS OF PHOTOGRAPHY

A. CONTRACTOR to Pay costs for specified photography.

1. Parties requiring additional photography or prints will pay photographer directly.

#### PART 2: PRODUCTS

##### 2.01 PHOTOGRAPHS

A. Provide electronic copies of photographs in Joint Photographic Experts Group format (JPEG). Individual JPEG photographs shall be no greater than 5 megabytes. JPEG photographs shall be named using a consistent methodology including:

1. Date and time of photo.
2. Description of subject and orientation of view

#### PART 3: EXECUTION

##### 3.01 TECHNIQUE

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

##### 3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one photograph from the same overall view as previously.
2. Consult with the ENGINEER at each period of photography for instructions concerning views required.

##### 3.03 ASSEMBLY OF PRINTS

A. Provide electronic file of photographs

3.04 DELIVERY OF PRINTS

A. At minimum, deliver prints to the ENGINEER to accompany each Application for Payment.

END OF SECTION

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## SECTION 01510

### TEMPORARY UTILITIES

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A Furnish, install and maintain temporary utilities required for construction and field offices and remove on completion of work.

##### 1.02 RELATED REQUIREMENTS

- A Section 01010: Summary of Work
- B Section 01590: Field Offices

##### 1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A Comply with National Electric Code.
- B Comply with Federal, State and local codes and regulations and with utility company requirements.
- C Comply with North Carolina Department of Transportation Regulations.

#### PART 2: PRODUCTS

##### 2.01 MATERIALS, GENERAL

- A Materials may be new or used but adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

##### 2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A CONTRACTOR shall be responsible for making all arrangements with the electrical service provider, in coordination with the OWNER, and to provide all necessary electrical hookups for the CONTRACTOR's office trailer, RPR trailer and meeting trailer as needed, and including systems requiring power as detailed on the Plans.
- B CONTRACTOR will pay all costs for initiating service, maintenance and service charges for CONTRACTOR's, OWNER's trailer for the RPR and meeting trailer.

##### 2.03 TEMPORARY VENTILATION

- A Provide temporary ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work to meet specified OSHA requirements.
- B Provide temporary ventilation, if necessary, to protect materials from damage due to temperature or humidity.

#### 2.04 TEMPORARY INTERNET SERVICES

CONTRACTOR will be responsible for providing wireless internet services needed for use during the Project. CONTRACTOR shall pay all costs for installation, maintenance and removal, and services charges for the CONTRACTOR's field office, RPR's field office and meeting trailer wireless service.

#### 2.05 TEMPORARY WATER

- A CONTRACTOR will be responsible for providing water service necessary for construction and construction field office trailers.
- B Make all necessary arrangements for obtaining water for construction purposes as approved by the OWNER.

#### 2.06 TEMPORARY SANITARY FACILITIES

- A Provide sanitary facilities for the PROJECT, in compliance with laws and regulations. This includes the OWNER's RPR trailer and temporary units in the field.
- B Service, clean and maintain facilities and enclosures.
- C Sanitary facilities shall be provided in suitable quality and quantity, available for use by all personnel involved in the Project.

#### 2.07 TEMPORARY PUMPS

Provide temporary pumps for removal of water from the excavation when required by the Work to maintain proper conditions for construction.

### PART 3: EXECUTION

#### 3.01 GENERAL

- A Maintain and operate systems to assure continuous service.
- B Modify and extend systems as work progress requires.

#### 3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to the pre-construction specified condition.

END OF SECTION

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## SECTION 01530

### PROTECTION OF EXISTING FACILITIES

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

##### 1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

##### 1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The General Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
- B. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

#### 1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the

authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

## PART 2 -- PRODUCTS

(NOT USED)

## PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

## SECTION 01540

### DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. This Section covers the demolition, removal, and disposal of existing buildings, structures, pavement, curbs, and sidewalk, removal and disposal of asbestos materials, and any existing equipment including electrical, plumbing, heating and ventilating equipment and piping not required for the operation of the rehabilitated plant as indicated on the Drawings and as specified hereinafter. The Contractor shall furnish all labor, materials and equipment to demolish buildings and structures and to remove fixtures, anchors, supports, piping and accessories designated to be removed on the Drawings.

##### 1.02 TITLE TO EQUIPMENT AND MATERIALS

- A. Contractor shall have no right or title to any of the equipment, materials or other items to be removed from the existing buildings or structures unless and until said equipment, materials and other items have been removed from the premises. The Contractor shall not sell or assign, or attempt to sell or assign any interest in the said equipment, materials or other items until the said equipment, materials or other items have been removed.
- B. Contractor shall have no claim against the Owner because of the absence of such fixtures and materials.

##### 1.03 CONDITION OF STRUCTURES AND EQUIPMENT

- A. The Owner does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner so far as practicable.
- C. The information regarding the existing structures and equipment shown on the Drawings is based on visual inspection and a walk-through survey only. Neither the Engineer nor the Owner will be responsible for interpretations or conclusions drawn therefrom by the Contractor.

#### PART 2 -- PRODUCTS (NOT USED)

## PART 3 -- EXECUTION

### 3.01 DEMOLITION AND REMOVALS

- A. The removal of all equipment and piping, and all materials from the demolition of buildings and structure shall, when released by the Owner and Engineer, shall be done by the Contractor and shall become the Contractor's property, unless otherwise noted, for disposition in any manner not contrary to the Contract requirements and shall be removed from the site to the Contractor's own place of disposal.
- B. The Electrical Contractor (Subcontractor) specifically, shall de-energize all panelboards, lighting fixtures, switches, circuit breakers, electrical conduits, motors, limit switches, pressure switches, instrumentation such as flow, level and/or other meters, wiring, and similar power equipments prior to removal. Any electric panels or equipment which are to be retained shall be relocated or isolated by the Electrical Contractor (Subcontractor) specifically, prior to the removal of the equipment specified herein.
- C. Any equipment piping and appurtenances removed without proper authorization, which are necessary for the operation of the existing facilities shall be replaced to the satisfaction of the Engineer at no cost to the Owner.
- D. Excavation caused by demolitions shall be backfilled in accordance with Section 02200.

### 3.02 PROTECTION

- A. Demolition and removal work shall be performed by competent experienced workmen for the various type of demolition and removal work and shall be carried out through to completion with due regard to the safety of Owner employees, workmen on-site and the public. The work shall be performed with as little nuisance as possible.
- B. The work shall comply with the applicable provisions and recommendation of ANSI A10.2, Safety Code for Building Construction, all governing codes, and as hereinafter specified.
- C. The Contractor shall make such investigations, explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. The Contractor shall give particular attention to shoring and bracing requirements so as to prevent any damage to new or existing construction.
- D. The Contractor shall provide, erect, and maintain catch platforms, lights, barriers, weather protection, warning signs and other items as required for proper protection

of the public, occupants of the building, workmen engaged in demolition operations, and adjacent construction.

- E. The Contractor shall provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by new construction.
- F. The Contractor shall provide and maintain temporary protection of the existing structure designated to remain where demolition, removal and new work is being done, connections made, materials handled or equipment moved.
- G. The Contractor shall take necessary precautions to prevent dust from rising by wetting demolished masonry, concrete, plaster and similar debris. Unaltered portions of the existing buildings affected by the operations under this Section shall be protected by dust-proof partitions and other adequate means.
- H. The Contractor shall provide adequate fire protection in accordance with local Fire Department requirements.
- I. The Contractor shall not close or obstruct walkways, passageways, or stairways and shall not store or place materials in passageways, stairs or other means of egress. The Contractor shall conduct operations with minimum traffic interference.
- J. The Contractor shall be responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.

### 3.03 WORKMANSHIP

- A. The demolition and removal work shall be performed as described in the Contract Documents. The work required shall be done with care, and shall include all required shoring, bracing, etc. The Contractor shall be responsible for any damage which may be caused by demolition and removal work to any part or parts of existing structures or items designated for reuse or to remain. The Contractor shall perform patching, restoration and new work in accordance with applicable Technical Sections of the Specifications and in accordance with the details shown on the Drawings. Prior to starting of work, the Contractor shall provide a detailed description of methods and equipment to be used for each operation and the sequence thereof for review by the Engineer.
- B. Materials or items designated to remain the property of the Owner shall be as hereinafter tabulated. Such items shall be removed with care and stored at a location at the site to be designated by the Owner.
- C.. Where equipment is shown or specified to be removed and relocated, the Contractor shall not proceed with removal of this equipment without specific prior

approval of the Engineer. Upon approval, and prior to commencing removal operations, the equipment shall be operated in the presence of representatives of the Contractor, Owner and Engineer. Such items shall be removed with care, under the supervision of the trade responsible for reinstallation and protected and stored until required. Material or items damaged during removal shall be replaced with similar new material or item. Any equipment that is removed without proper authorization and is required for plant operation shall be replaced at no cost to the Owner.

- D. Wherever piping is to be removed for disposition, the piping shall be drained by the Contractor and adjacent pipe and headers that are to remain in service shall be blanked off or plugged and then anchored in an approved manner.
- E. Materials or items demolished and not designated to become the property of the Owner or to be reinstalled shall become the property of the Contractor and shall be removed from the property and legally disposed of.
- F. The Contractor shall execute the work in a careful and orderly manner, with the least possible disturbance to the public and to the occupants of the building.
- G. In general, masonry shall be demolished in small sections, and where necessary to prevent collapse of any construction, the Contractor shall install temporary shores, struts, and bracing.
- H. Where alterations occur, or new and old work join, the Contractor shall cut, remove, patch, repair or refinish the adjacent surfaces to the extent required by the construction conditions, so as to leave the altered work in as good a condition as existed prior to the start of the work. The materials and workmanship employed in the alterations, unless otherwise shown on the Drawing or specified, shall comply with that of the various respective trades which normally perform the particular items or work.
- I. The Contractor shall remove temporary work, such as enclosures, signs, guards, and the like when such temporary work is no longer required or when directed at the completion of the work.

### 3.04 MAINTENANCE

- A. The Contractor shall maintain the buildings, structures and public properties free from accumulations of waste, debris and rubbish, caused by the demolition and removal operations.
- B. The Contractor shall provide on-site dump containers for collection of waste materials, debris and rubbish, and he shall wet down dry materials to lay down and prevent blowing dust.

- C. At reasonable intervals during the progress of the demolition and removal work or as directed by the Engineer, the Contractor shall clean the site and properties, and dispose of waste materials, debris and rubbish.

### 3.05 EQUIPMENT AND MATERIALS RETAINED BY OWNER

- A. The following equipment and materials will be retained by the Owner:

None.

- B. The equipment and materials shall be moved by the Contractor to storage areas, on the site, to be designated by the Owner.

- END OF SECTION -

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## SECTION 01590

### FIELD OFFICES

#### PART 1 – GENERAL

##### 1.01 REQUIREMENTS

- A. The CONTRACTOR shall furnish, install and maintain a physical building and furnishings for use as a temporary field office during the Project at a location near the work as approved by the OWNER.
- B. Mobile trailers are not to be used for living quarters.
- C. Provide the ENGINEER with a copy of all applicable permits associated with location and installation of Temporary Field Offices.
- D. Submit to the ENGINEER for review and approval, a shop drawing of the proposed field offices and location; include dimensions, furnishing list, service providers, permitting requirements, and schedule for installation and operation.
- E. CONTRACTOR shall furnish, install and maintain a physical building and furnishings for use as a temporary field office for the purpose of holding project meetings during the Project at a location in close proximity to the work as approved by the OWNER.
- F. The CONTRACTOR shall furnish, install and maintain a field office trailer and furnishings for use as a temporary field office for the OWNER'S RPR during the Project at a location near the work as approved by the OWNER.

##### 1.02 MINIMUM REQUIREMENTS FOR FACILITIES

- A. Construction:
  - 1. Consult and comply with all state and local ordinances and regulations
  - 2. Structurally sound, weather-tight, with floors raised above ground.
  - 3. At CONTRACTOR's option, portable or mobile buildings may be used. Mobile trailers, when used, shall be modified for office use.
  - 4. Of sufficient size to provide meeting area/room for Project Meetings with a full functioning bathroom with running water and sanitary conveniences.

5. Area for parking, sufficient in size to facilitate vehicle parking during project meetings and maintained for use in all-weather conditions
- B. Furnishings:
1. Conference tables, appropriate number of folding chairs.
  2. One Whiteboard, minimum 36 inches x 24 inches with color markers and eraser.
  3. Furnish washroom with working flush toilet, wash basin, medicine cabinet, toilet tissue holder, and paper towel holder.
- C. Services:
1. The CONTRACTOR shall make all provisions and pay all installations and service costs for the CONTRACTOR'S Field Office and RPR's field office, providing at minimum: running water, sanitary facilities and services, internet, power service, and exterior lights at the project site.

### 1.03 USE OF PERMANENT FACILITIES

- A. Permanent facilities shall not be used for field offices or for storage.

## PART 2 – PRODUCTS

### 2.01 MATERIALS, EQUIPMENT, FURNISHINGS

- A. May be new or used, but must be serviceable, adequate for required purpose, and must not violate applicable codes or regulations.

## PART 3 – EXECUTION

### 3.01 PREPARATION

- A. Fill and grade sites for temporary structures to provide surface drainage.
- B. Consult and comply with all state and local ordinances and regulations

### 3.02 INSTALLATION

- A. Locate construction office facilities at the location acceptable to the OWNER within close proximity to the project area.
- B. Construct temporary field offices on proper foundations in accordance with any applicable state and local ordinances and regulations, and at minimum:
  1. Secure portable or mobile buildings.

- 2. Provide tie-downs in accordance with local and State regulations
- C. Provide connections for utility services.
- D. Have office equipped and ready for use 15 days before work begins at the site.

### 3.03 MAINTENANCE AND CLEANING

- A. Maintain office(s) in first class condition for the duration of the project; furnish, replace and replenish light bulbs, toilet paper, paper towels, soap and other items required to maintain the office in a clean condition.
- B. Wash floor and clean washroom fixtures at least once each week. Wash windows when needed or when requested by OWNER. Sweep floor and dust furnishings daily.

### 3.04 REMOVAL

- A. Remove field offices, contents, foundation and debris, grade site to required elevations and clean the areas within 15 days after Final Completion.
- B. Perform any and all necessary grading and stabilization (seeding and mulching) activities to return the site to a pre-construction condition, at minimum.

END OF SECTION

## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

###### A Material and equipment incorporated into the Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by the ENGINEER.
3. Manufactured and Fabricated Products
  - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
  - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - c. Two or more items of the same kind shall be identical, by the same manufacturer.
  - d. Products shall be suitable for service conditions.
  - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
5. Maintain a record and log of Material Safety Data Sheets (MSDS) for all materials on-site; provide the OWNER a copy of the MSDS log or individual MSDS sheets as requested.

##### 1.02 RELATED REQUIREMENTS

- A General Conditions
- B Supplementary Conditions
- C Section 01010: Summary of Work
- D Section 01030: Special Project Procedures

- E Section 01340: Shop Drawings, Product Data, Working Drawings, and Samples
- F Section 01630: Substitutions and Product Options
- G Section 01740: Warranties and Bonds

### 1.03 APPROVAL OF MATERIALS

- A Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the Engineer. No material shall be incorporated into the work without prior approval of the Engineer.
- B The CONTRACTOR shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the CONTRACTOR'S failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER or the ENGINEER.
- C In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the CONTRACTOR shall provide such samples of workmanship or finish as may be required.
- D The materials and equipment used on the work shall correspond to the approved samples or other data.

### 1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the ENGINEER.
  - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

## 1.05 TRANSPORTATION AND HANDLING

- A Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
  - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

## 1.06 STORAGE AND PROTECTION

- A The CONTRACTOR shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, and special equipment and materials to be incorporated into this project. Storage of materials shall be in strict accordance with the "instructions for storage" of each supplier and manufacturer. The CONTRACTOR shall furnish a copy of the manufacturer's instructions for storage to the ENGINEER prior to storage of all equipment and materials. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Store fabricated products above the ground, on blocking or skids prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C All materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

- D Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- E All materials which, in the opinion of the ENGINEER, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the CONTRACTOR shall receive no compensation for the damaged material or its removal.
- F Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- G Protection After Installation
  - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H The CONTRACTOR shall be responsible for all material, equipment, and supplies sold and delivered to the OWNER under this Contract until final inspection of the work and acceptance thereof by the OWNER. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace same without additional cost to the OWNER.
- I Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from any amounts due and payable to the CONTRACTOR. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

#### 1.07 SPECIAL TOOLS

- A Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The CONTRACTOR shall preserve and deliver to the OWNER these tools and instructions in good order upon receipt but no later than ten (10) days prior to equipment start-up.

#### 1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.

1. Equipment shall not be shipped until approved by the ENGINEER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the ENGINEER. Operation and maintenance data as described in Section 01730 shall be submitted to the ENGINEER for review prior to shipment of equipment.
2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Engineer, until such time as the equipment is to be installed.
3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. A copy of the manufacturer's storage instructions shall be given to the ENGINEER and shall be carefully studied by the CONTRACTOR and reviewed with the ENGINEER by him. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance.
7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

#### 1.09 WARRANTY

- A For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740 or as described in individual specification sections, respectively.

1.10 SPARE PARTS

- A The CONTRACTOR shall collect and store all spare parts as required by the manufacturer in accordance with paragraph 1.08 of this Section. In addition, the CONTRACTOR shall furnish to the ENGINEER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier.
- B All spare parts shall be the products of the original equipment manufacturer.

1.11 GREASE, OIL, AND FUEL

- A All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment.
- B Not Used

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

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## SECTION 01630

### SUBSTITUTIONS AND PRODUCT OPTIONS

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Furnish and install Products specified, under options and conditions for substitutions stated in this Section.
- B. Whenever a product, material or item of equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, followed by the phase "or equal," the specific item mentioned shall be the basis upon which bids are to be prepared, and shall be understood as establishing the type, function, dimension, appearance and quality desired. Other manufacturer's or vendor's products not named will be considered as substitutions, provided the required information is submitted in the manner set forth in this section and provided the substitution will not require substantial revision to the Contract Documents.

##### 1.02 RELATED REQUIREMENTS

- A. Instruction to Bidders.
- B. Bid Form.
- C. General Conditions.
- E. Supplementary Conditions.
- F. Section 01036: Change Order Procedures.
- G. Section 01600: Material and Equipment.

##### 1.03 SUBMITTALS

- A. Bidders shall submit their list of proposed substitutions and the proposed monetary changes associated therewith to the OWNER on the standard form (Section 00460) provided together with their bids.

##### 1.04 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
- C. For products specified by naming one or more products or manufacturers and stating "or equal," submit a request as for substitutions, for any product or manufacturer which is not specifically named.
- D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

## 1.05 SUBSTITUTIONS

- A. In order for substitutions to be considered, the CONTRACTOR shall submit, within 30 days of issuance of Notice of Award, complete data as set forth herein to permit complete analysis of all proposed substitutions noted on his/her substitutions list. No substitution shall be considered unless the CONTRACTOR provides the required data in accordance with the requirements of this Section within the 30-day period.
- B. Submit separate request for each substitution. Support each request with:
1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature; identify:
      - i. Product description.
      - ii. Reference standards.
      - iii. Performance and test data.
      - iv. Operation and maintenance data.
    - c. Samples, as applicable.
    - d. Name and address and contact with phone number of similar projects on which product has been used and date of each installation.
  6. Itemized comparison of the proposed substitution with product specified; list significant variations. Substitution shall not change design intent and shall perform equal to that specified.
  7. Data relating to impact on construction schedule occasioned by the proposed substitution.
  8. Any effect of substitution on separate contracts.
  9. List of changes required in other work or products.
  10. Accurate cost data comparing proposed substitution with product specified.
    - a. Amount of any net change to Contract Sum.
  11. Designation of required license fees or royalties.
  12. Designation of availability of maintenance services, sources of replacement materials.
- C. Substitutions will not be considered for acceptance when:
1. They are indicated or implied on shop drawings or product data submittals without a formal request from CONTRACTORS.

2. They are requested directly by a subcontractor or supplier.
  3. Acceptance will require substantial revision of Contract Documents.
- D. Requests for substitutions submitted after Notice of Award will not be considered unless evidence is submitted to the Engineer that all of the following circumstances exist:
1. The specified product is unavailable for reasons beyond the control of the CONTRACTOR. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacturer, or acts of God.
  2. The CONTRACTOR placed, or attempted to place, orders for the specified products within ten days after Notice of Award.
  3. Request for substitution is made in writing to the ENGINEER within ten days of the date on which the CONTRACTOR ascertains that he/she cannot obtain the item specified.
  4. Complete data as set forth herein to permit complete analysis of the proposed substitution is submitted with the request.
- E. The ENGINEER'S decision regarding evaluation of substitutions shall be considered final and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed. All approved substitutions will be incorporated into the Agreement by Change Order.

#### 1.06 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution, CONTRACTOR represents that:
1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
  2. He will provide same warranties or bonds for substitution as for product specified.
  3. He will coordinate installation of accepted substitution into the Work and will make such changes as may be required for the Work to be complete in all respects.
  4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
  5. Cost data is complete and includes related costs under his/her Contract, but not:
    - a. Costs under separate contracts.
    - b. ENGINEER'S costs for redesign or revision of Contract Documents.

#### 1.07 ENGINEER DUTIES

- A. Review CONTRACTOR'S requests for substitutions with reasonable promptness.

- B. Notify CONTRACTOR, in writing, of decision to accept or reject requested substitution.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

##### 1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. Supplementary Conditions.
- C. Section 01720: Project Record Documents.
- D. Section 01740: Warranties and Bonds.
- E. The respective sections of Specifications: Closeout Submittals Required of Trades, Vendors, Suppliers, and Manufacturers.

##### 1.03 FINAL INSPECTION

- A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in the presence of the OWNER'S representative and are operational.
  - 5. Work is completed and ready for final inspection.
- B. The ENGINEER will perform an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the ENGINEER consider that the Work is incomplete or defective:

1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
  2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the Work is complete.
  3. The ENGINEER will re-inspect the Work.
- D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

#### 1.04 REINSPECTION FEES

- A. Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
1. OWNER will compensate the ENGINEER for such additional services.
  2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

#### 1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents: To requirements of Section 01720.
- C. Warranties and Bonds: To requirements of Section 01740.
- D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

#### 1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the ENGINEER.
- B. Statement shall reflect all adjustments to the Contract Sum.
  1. The original Contract Sum.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.

- c. Unit Prices.
  - d. Deductions for uncorrected Work.
  - e. Deductions for liquidated damages.
  - f. Deductions for re-inspection payments.
  - g. Other adjustments.
3. Total Contract Sum, as adjusted.
  4. Previous payments.
  5. Sum remaining due.
- C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

#### 1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions of the Contract.

PART 2: PRODUCTS (Not Used)

PART 3: EXECUTION (Not Used)

END OF SECTION

## SECTION 01720

### PROJECT RECORD DOCUMENTS

#### PART 1: GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A Maintain at the site for the OWNER one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. ENGINEER'S Field Orders or written instructions.
  - 6. Approved Shop Drawings, Working Drawings and Samples.
  - 7. Field Test records.
  - 8. Construction photographs.
  - 9. All other construction related permits.

##### 1.02 RELATED REQUIREMENTS

- A Section 01050: Field Engineering.
- B Section 01200: Project Meetings.
- C Section 01340: Shop Drawings, Product Data, Working Drawings, and Samples.
- D Section 01380: Construction Photographs.

##### 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B File documents and samples in accordance with CSI format.

- C Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D Make documents and samples available at all times for inspection by the ENGINEER.
- E As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "Project Record Documents" and survey data in accordance with Section 01050 for review by the ENGINEER and OWNER.

#### 1.04 MARKING DEVICES

- A Provide felt tip marking pens for recording information in the color code designated by the ENGINEER.

#### 1.05 RECORDING

- A Label each document "PROJECT RECORD" in neat large printed letters.
- B Record information concurrently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C Drawings: Legibly mark to record actual construction:
  - 1. Depths of various elements of foundation in relation to grade elevation.
  - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
  - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Field Order or by Change Order.
  - 6. Details not on original contract drawings.
  - 7. Equipment and piping relocations.
  - 8. Major architectural and structural changes including relocation of doors, windows, etc.
  - 9. Architectural schedule changes according to CONTRACTOR'S records and shop drawings.

D Specifications and Addenda; legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Field Order or by Change Order.

E Shop Drawings (after final review and approval):

1. One set of record drawings for each process equipment, piping, electrical system and instrumentation system.

#### 1.06 SUBMITTAL

A At Contract close-out, deliver Record Documents to the ENGINEER for the OWNER.

B Accompany submittal with transmittal letter in duplicate, containing:

1. Date.
2. PROJECT title and number.
3. CONTRACTOR'S name and address.
4. Title and number of each Record Document.
5. Signature of CONTRACTOR or his authorized representative.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1: GENERAL

##### 1.01 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

##### 1.02 RELATED WORK

- A. Instructions to Bidders.
- B. General Conditions.
- C. Supplementary Conditions.
- D. Section 01030: Special Project Procedures.
- E. Section 01700: Contract Closeout.
- F. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Division 2 through 16.
- G. Certifications and other commitments and agreements for continuing services to OWNER are specified elsewhere in the Contract Documents.

##### 1.03 SUBMITTALS

- A. Submit written warranties to the OWNER prior to the date fixed by the ENGINEER for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the OWNER.
- B. When a designated portion of the Work is completed and occupied or used by the OWNER, by separate agreement with the CONTRACTOR during the construction period, submit properly executed warranties to the OWNER within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the CONTRACTOR, or the CONTRACTOR and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate

terms and identification, ready for execution by the required parties. Submit a draft to the OWNER for approval prior to final execution.

- D. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

#### 1.04 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether the OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- D. OWNER's Recourse: Written warranties made to the OWNER are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the OWNER can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The OWNER reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
- F. The OWNER reserves the right to refuse to accept Work for the PROJECT where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the CONTRACTOR of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the CONTRACTOR.

- H. Separate Prime Contracts: Each Prime CONTRACTOR is responsible for warranties related to its own Contract.

#### 1.05 DEFINITIONS

- A. Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the OWNER.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the OWNER.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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SECTION 02100  
SITE PREPARATION

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment required and perform all clearing and grubbing complete as shown on the Drawings and as specified herein. Site Preparation includes but is not limited to protection of trees outside the working area or as designated, removal of trees and vegetation within the site clearing limits, grubbing within the site clearing limits, stripping topsoil and removal of debris on the site.
- B. Obtain all permits required for site preparation work prior to proceeding with the work, including clearing and grubbing.

1.02 RELATED WORK

- A. Section 02200: Excavation Backfill, and Compaction

1.03 SUBMITTALS

- A. CONTRACTOR shall supply grid elevations (pre-work survey) immediately after Vegetation Removal by a Registered Land Survey in accordance with Section 01050.

PART 2: PRODUCTS - Not Used

PART 3: EXECUTION

3.01 SURVEY

- A. The CONTRACTOR shall locate and mark the limits of the clearing and grubbing and project area.

3.02 CLEARING

- A. Complete clearing of only those areas required to install the erosion control measures as shown on the plans prior to initiating additional clearing operations.
- B. Cut and remove trees, stumps, brush, shrubs, roots, grass, weeds, rubbish, and any other objectionable material resting on or protruding through the surface of the ground.
- C. Trees and other vegetation designated on the Drawings or directed by the ENGINEER to remain shall be preserved and protected as specified. Cut and remove timber, trees, stumps, brush, shrubs, roots, grass, weeds, rubbish, and any other objectionable material resting on or protruding through the surface of the ground.

3.03 GRUBBING

- A. Grub only those areas required to install the erosion control measures as shown on the plans prior to initiating additional clearing operations.
- B. Grub and remove all stumps, roots in excess of 1-1/2 inches in diameter, matted roots, brush, timber, logs, concrete rubble, and all other debris encountered.
- C. All grubbing holes and depressions excavated below the original ground surface shall be refilled with common fill and compacted to a density conforming to the surrounding ground surface.

#### 3.04 STRIPPING

- A. Remove existing soil material in areas as shown on the plans; stockpile soils at the ENGINEER approved location only.
- B. CONTRACTOR shall make every effort to segregate topsoils from large vegetative debris. Soil materials may be used in construction if requested and accepted by the ENGINEER.

#### 3.05 DISPOSAL

- A. The CONTRACTOR shall haul and stockpile all vegetative debris material from the clearing and grubbing operation at the Owner's designated stockpile area.
- B. On-site disposal of cleared and grubbed materials by burning is allowed if approved by the OWNER and federal, state, and local agencies.

#### 3.06 PROTECTION

- A. Trees and other vegetation designated on the Drawings or directed by the ENGINEER to remain shall be protected from damage by all construction operations by erecting suitable barriers, guards, and enclosures, or by other approved means. Clearing operations shall be conducted in a manner to prevent falling trees from damaging trees and vegetation designated to remain and to the work being constructed and to provide for the safety of employees and others.
- B. Protection shall be maintained until all work in the vicinity of the work being protected has been completed.
- C. Heavy equipment operation or stockpiling of materials shall not be permitted within the branch spread of existing trees.
- D. Any damage to existing tree crowns, trunks, or root systems shall be repaired immediately. Roots exposed and/or damaged during the work shall immediately be cut off cleanly inside the exposed or damaged area. Cut surfaces shall be treated with an acceptable tree wound paint, and topsoil spread over the exposed root area.
- E. When work is completed, all dead and downed trees shall be removed. Live trees shall be trimmed of all dead and diseased limbs and branches. All cuts shall be cleanly made at their juncture with the trunk or preceding branch without injury to the trunk or remaining

branches. Cuts over 1-in in diameter shall be treated with an acceptable tree wound paint.

- F. Construction activities shall be restricted to those areas within the limits of construction designated on the Drawings, within public rights-of-way, and within easements provided by the OWNER. Adjacent properties and improvements thereon, public or private, which become damaged by construction operations shall be promptly restored to their original condition, to the full satisfaction of the property owner.

END OF SECTION

SECTION 02200

EXCAVATION, BACKFILL, AND COMPACTION

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals necessary to perform all excavation, backfill, compaction and grading required to complete the work shown on the Drawings and specified herein. The work shall include, but not necessarily be limited to excavation, backfilling, grading, compaction, disposal of waste and surplus materials, placing crushed stone, construction of berms, and all related work such as sheeting, bracing and de-watering.
- B. All excavation, trenching, and related sheeting, bracing, etc. shall comply with the requirements of OSHA excavation safety standards 29 CFR Part 1926.650 Subpart P and State requirements. Where conflict between OSHA and State regulations exists, the more stringent requirements shall apply.
- C. Excavated topsoil and excess cut material will be stockpiled in locations approved by the OWNER.
- D. Contractor shall retain the services of a Construction Quality Control (CQC) Engineer to perform observation and testing

1.02 RELATED WORK

- A. Section 01050: Field Engineering
- B. Section 02100: Site Preparation
- C. Section 02276: Erosion and Sedimentation Control

1.03 SUBMITTALS

- A. A signed certification letter, with all necessary permits, that the source is in full compliance with State, County and local laws and regulations for each source.
- B. The CONTRACTOR shall furnish a representative sample weighing approximately 40 pounds of each fill material, stone and crushed stone to the Engineer for approval, at least 15 calendar days prior to the date of anticipated use of such material.
- C. Excavation support designs, if necessary, shall be prepared by a licensed professional engineer, registered in the State of North Carolina, having a

minimum of five years of professional experience in the design and construction of excavation support systems.

- D. De-watering and drainage system designs, if required, shall be prepared by a licensed professional engineer, registered in the State of North Carolina, having a minimum of five years of professional experience in the design and construction of dewatering and drainage systems.

#### 1.04 PROTECTION

##### A. Sheeting and Bracing (if required)

1. Furnish, put in place and maintain such sheeting and bracing as may be required by Federal, State and local safety requirements to support the sides of excavations; to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction; and to protect adjacent structures from undermining or other damage. If the Engineer is of the opinion that at any location sufficient or proper supports have not been provided, he/she may order additional supports put in, and compliance with such order shall not relieve or release the Contractor from his/her responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill. All voids shall be filled to the satisfaction of the Engineer.
2. Construct the sheeting outside the neat lines of the foundation, unless indicated otherwise, to the extent deemed desirable for the method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting and bracing shall be adequate to withstand all pressures to which the structure or trench will be subjected. Any movement or bulging which may occur shall be corrected to provide the necessary clearances and dimensions.
3. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately re-filled with sand, which must be approved by the ENGINEER, by ramming with tools especially adapted to that purpose, or otherwise as may be directed.
4. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his/her part to issue such orders and his/her failure to exercise his/her right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise,

growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

5. No sheeting is to be withdrawn if driven below mid-diameter of any pipe and under no circumstances shall any sheeting be cut off at a level lower than 1-ft above the top of any pipe.

## B Drainage and De-watering

1. Dewatering shall be performed as specified during the excavation of organics and unstable soils from the site. Limited dewatering may be required during the excavation and filling of ponds, ditches and where the topsoil layer extends below the water table.
2. At all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water into the excavated areas. Groundwater shall be lowered to at least 1 foot below the bottom of excavations.
3. De-watering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
4. Surface runoff shall be collected, drained to sumps and pumped from the disposal unit to maintain an excavation bottom free from standing water.
5. De-watering of ponds or ditches filled with water shall be performed in such a manner as to control discharge water by use of sediment basins and/or check dams or other erosion control structures approved by NCDENR.
6. Take all additional precautions to prevent uplift of any structure during construction.
7. Drainage shall be disposed of so that flow or seepage back into the excavated area will be prevented.
8. Flotation shall be prevented by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully

responsible and liable for all damages which may result from failure of this system.

9. Remove the dewatering equipment after the system is no longer required.
10. Take all necessary precautions to preclude the accidental discharge of fuel, oil, etc in order to prevent adverse effects on groundwater or surface water quality.

#### C. SLOPE STABILITY

1. The Contractor shall be solely responsible for the stability of roadway embankments, unbalanced fills, stockpiles, and all other construction operations.

#### 1.06 SOIL TESTING

- A. Before the placement of the fill and during such placement, the Engineer may select areas within the limits of the fill for testing. The Contractor shall cooperate fully in obtaining the information desired.

### PART 2: PRODUCTS

#### 2.01 MATERIALS

- A. Materials for use as fill shall be as described below. The Contractor shall notify the Engineer of the source of each material. On-site borrow areas may be utilized with prior approval from the Owner. Off-site materials shall be furnished as required from approved off-site sources (see 1.03.A) and hauled to the site. All local, state and federal regulations shall apply. The Contractor shall submit copies of all applicable permits and approval to the Owner prior to commencement of the work.
- B. Backfill shall consist of mineral soil free from organic materials, loam, wood, trash and other objectionable materials which may be compressible or which cannot be properly compacted. Common fill shall not contain stones larger than 4 inches in largest diameter and shall have at least 60 percent passing the No. 4 sieve, a maximum of 60 percent passing No. 200 Sieve, a maximum liquid limit of 60, and a maximum plasticity index of 25. Common Fill shall not contain granite blocks, broken concrete, masonry rubble or other similar materials. It shall have physical properties such that it can be readily spread and compacted during filling. Snow, ice and frozen soil will not be permitted. Common Fill shall be compacted to at least 95% of the standard Proctor (ASTM D698) maximum dry density or as otherwise shown on the drawings.

- C. Select Fill shall be as specified above for Backfill except that the material shall contain no stones larger than two inches in largest dimension, a maximum of 50 percent passing the No. 200 Sieve, a maximum liquid limit of 50 and a maximum plasticity index of 15. Select Fill shall be compacted to 98% of the standard Proctor (ASTM D698) maximum dry density.
- D. The soils shall be wetted or dried as necessary so that the moisture content during compaction is within 3% of the optimum moisture content as determined by ASTM D698.
- E. Highly micaceous and elastic silts shall not be used for Common, Select Fill or Structural Fill.
- F. Crushed Stone
  - 1. All crushed stone shall be silica material that is sound, hard, durable, resistant to weathering, as defined by ASTM D2488 and shall be free of overburden, spoil, shale, limestone and organic material. The stone shall be free of deleterious materials such as flat, elongated, friable, decomposed, or micaceous pieces. Broken pieces of concrete, asphalt, or brick are not acceptable. Crushed stone shall be of the size and type shown on the drawings.
- G. Not used.
- H. Not used.

2.02 CONFORMANCE TESTING

Conformance testing shall be performed by the Quality Control Laboratory on samples from each source of backfill material. Material identified for use as backfill shall be tested at the frequency specified in Table 1 and at every change in the material, identified by the Engineer:

**TABLE 1**

<b>Test</b>	<b>Method</b>	<b>Frequency</b>
Grain Size	ASTM D422	Every 10,000 cy
Atterberg Limits	ASTM D4318	Every 10,000 cy
Moisture/Density	ASTM D698	Every 20,000 cy
Natural Moisture	ASTM D2216	Every 10,000 cy

Results of the tests will be submitted to the Owner within 24 hours of test completion. The Engineer reserves the right to reject material based on the results of the conformance tests.

## PART 3: EXECUTION

### 3.01 GENERAL EXCAVATION

- A. General Excavation is expected to consist of removing unsuitable soils identified during proofrolling (Section 3.01.E) and as required as part of the work represented on the Drawings (Grading Plan). The bottom of the excavations shall be rendered firm and dry and in all respects acceptable to the Engineer.
- B. Excavation and de-watering shall be accomplished by methods that preserve the undisturbed state of subgrade soils. Soils which become soft, loose, "quick", or otherwise unsatisfactory for support of structures, earthen or man-made, as a result of inadequate excavation, de-watering, proofrolling, or other construction methods shall be removed and replaced as required by the Engineer at the Contractor's expense.
- C. De-watering shall lower the groundwater to at least 1-foot below excavation subgrade and prevent "boiling" condition or detrimental underseepage at the base of the excavation as specified herein.
- D. Excavation equipment shall be satisfactory for carrying out the work in accordance with the Specifications.
- E. Proofroll exposed subgrades after stripping topsoil and organics with a minimum of two complete passes of a rubber tired heavy vehicle as approved by the Engineer. All proofrolling shall be conducted in the presence of the Engineer or designated representative. The Engineer may require excavation and replacement or other remediation as necessary to provide a firm, stable subgrade in areas that appear to be rutting, pumping, or otherwise appear unstable while proofrolling. The repair procedure shall be determined by the Engineer.

### 3.02 TRENCH EXCAVATION

- A. Excavation for all trenches required for the installation of pipes shall be made to the depths indicated on the Drawings and in such a manner and to such widths as will give suitable room for laying the pipe within the trenches, for bracing and supporting the trench sides and for pumping and drainage facilities. Contractor shall render the bottom of the excavations firm and stable and in all respects acceptable to the Engineer.
- B. The trench may be excavated by machinery to, or just below the designated subgrade provided that the material remaining in the bottom of the trench is not disturbed.

- C. Where pipe is to be installed in fill, fill shall be placed and compacted to at least 2 ft. above the top of the pipe (rough grade elevation) and then trenches re-excavated for pipe installation.

### 3.03 MISCELLANEOUS EXCAVATION

- A. The Contractor shall perform all excavations necessary for the placing of seeding and plants, for constructing roadways, and any other miscellaneous earth excavation required under this Contract.

### 3.04 GENERAL BACKFILL

- A. Materials placed in fill areas shall be placed to the lines and grades shown on the Drawings. Unless otherwise specified, Common Fill shall be used for backfill.
- B. Fill shall be placed in accordance with the Contract Document.
- C. Material conforming to the requirements of Backfill shall be placed in layers having a maximum compacted thickness of 8-inches measured before compaction and shall be compacted to at least 95 percent of its maximum density as determined by ASTM D698. The minimum frequency of testing shall be 1 test per lift per 10,000 square feet or as directed by the Engineer in irregular-shaped fill areas. CQC personnel shall perform testing of Backfill.
- D. The surfaces of filled areas shall be graded to smooth true lines, conforming to grades indicated on the grading plan and no soft spots or un-compacted areas will be allowed in the work.
- E. No compacting shall be done when the material is covered with frost or is frozen or is too wet either from rain or from excess application of water. At such times, work shall be suspended until the previously placed and new materials have thawed and/or dried sufficiently to permit proper compaction.
- F. All backfill shall be placed at a moisture content within 3% of Standard Proctor (ASTM D698) optimum moisture content.

### 3.05 TRENCH BACKFILL

- A. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected. All backfilling shall be performed expeditiously.
  - 1. Backfill shall be placed around the lower half of the pipe and thoroughly rodded and tamped to fill all voids and provide uniform support of the pipe in the bedding zone. Backfill shall be thoroughly compacted by

machine tamping in 6-inch layers as required to provide 98% of the Standard Proctor maximum dry density per ASTM D-698.

2. Backfill shall be placed around the upper half of the pipe and to a minimum depth of 12-inches over the top of the pipe. Backfill shall be thoroughly compacted by machine tamping in 6-inch layers as required to provide 98% of the Standard Proctor maximum dry density per ASTM D-698.
3. The remainder of the trench shall be backfilled with Backfill in loose layers not to exceed 8-inches and thoroughly compacted with mechanical tampers as required to obtain the specified 95% compaction.
4. Backfilling under haunches shall be performed manually by tamping rods or similar hand equipment to eliminate voids underneath sides of the pipe or haunch.
5. The minimum frequency for density tests shall be 1 test per lift per 50 feet of trench for all material types or as specified by the Engineer.

### 3.06 ROAD SUBGRADE

- A. The road subgrade for bituminous, concrete, and crushed stone pavement areas in fill sections shall consist of a two-foot thick layer of Backfill compacted to a minimum 98% of the Standard Proctor maximum dry density per ASTM D-698. CQC personnel shall perform testing of Road Subgrade Backfill.
- B. The road subgrade for bituminous, concrete, and crushed stone pavement areas in cut sections shall consist of firm natural soils as approved by the Engineer.
- C. Road subgrades shall be proofrolled as described in Section 02200, 3.01 E.

### 3.07 HANDLING OF SURPLUS MATERIAL

- A. Excavated materials shall not be removed from the site except as specified by the Owner. Materials shall be neatly stockpiled on-site at locations directed by the Owner. Excess materials shall be compacted and stockpiled in accordance with the contractor's fill placement plan. Contractor shall provide erosion and sedimentation control measures as shown on the drawings and specified in the Contract Documents.

### 3.08 GRADING

- A. Grading in preparation for placing soil liner material shall be performed to the elevations shown and otherwise as directed by the Engineer. During the

process of grading, the subgrade shall be maintained in such condition that it will be well drained at all times. When required, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the performance or condition of the work.

- B. If at the time of grading it is not possible to place material in its final location, it shall be stockpiled in approved areas. Stockpiled material shall be placed, compacted and smooth-rolled at the end of each day to deter water infiltration. No extra payment will be made for the stockpiling or double handling of excavated material.
- C. Engineer reserves the right to make minor adjustments in lines or grades if deemed necessary as the work progresses, in order to obtain satisfactory construction.
- D. Stones or rock fragments larger than 3-inches in their greatest dimensions will not be permitted in the top 6-inches of the finished subgrade of all fills or embankments.

### 3.09 INSPECTION/TESTING

- A. Construction observation, inspection and testing – Contractor shall employ a CQC Engineer and Quality Control Laboratory to perform soils observation and confirmation testing services for quality control of the fill material.
- B. Initial Observation – Compacted fill and backfill operations shall be performed after the surface has been properly prepared and has been observed and approved by CQC Engineer. No Compacted fill shall be placed unless the CQC Engineer approves the operation. Any fills placed without CQC Engineer observation and prior approval shall be removed in a manner to avoid damage or disturbance to the existing approved work, and the excavation shall be filled as specified herein.
- C. Field Control – The minimum testing frequencies for field tests to be performed by the Quality Control personnel are identified in Sections 3.04, 3.05, and 3.06. The intent of the field tests is to insure that the specified density and moisture contents are being obtained.

One-point compaction tests shall be performed to interpolate between laboratory compaction (ASTM D 698) curves for at least every 5 in-place density tests or per change in material. The one-point compaction tests shall be performed on either the field density test sample or soil from a location immediately adjacent to the field density test sample, using the ASTM D 698 procedure. The results of the one-point tests shall then be compared with the full compaction curves of similar soils to estimate the maximum dry density applicable to the field density test sample.

**Note:** A nuclear density test gauge can be used to provide the required density testing. However, the in-situ density shall be determined using the sand cone method (ASTM D 1556) and/or the drive cylinder method (ASTM D 2937) of a minimum of one test per ten nuclear density tests or one per day, whichever is greater. The sand cone and/or drive cylinder test should be performed at the same location as a nuclear density test. The sand cone and/or drive cylinder tests shall be continued until a correlation between the density and moisture contents obtained by the nuclear density gauge and the sand cone and/or drive cylinder tests has been demonstrated.

END OF SECTION

SECTION 02272

FILTER FABRIC

PART 1: GENERAL

1.01 SCOPE OF WORK

- A Furnish all labor, materials, equipment and incidentals required to install filter fabric complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A Section 02200: Excavation, Backfill and Compaction
- B Section 02276: Erosion and Sedimentation Control
- C Section 02505: Crushed Stone Paving

1.03 SUBMITTALS

- A At least 30 calendar days prior to filter fabric installation, submit the following information in accordance with Section 01340:
  - 1. Manufacturer's background information.
  - 2. List of material properties and samples of filter fabric with attached certified test results.
  - 3. Manufacturer's quality control program and manual including description of laboratory facilities.
  - 4. A list of ten completed facilities where the filter fabric is used including:
    - a. Name and purpose of facility, its location and date of installation.
    - b. Name of Owner, project manager, design engineer and installer.
    - c. Fabric thickness and surface area.
    - d. Specific application and information on performance of the facility.
  - 5. Shop Drawings, including:

- a. Proposed panel layout showing the installation layout identifying field seams as well as any variance or additional details which deviate from the Drawings, if applicable.
  - b. Details of overlap, seaming, anchoring, connections and other construction details.
6. Installation schedule and locations of areas designated for installation
  7. A manual that specifically defines the quality control and quality assurance program during installation including manufacturer's installation guidelines.
  8. Copy of quality control certificates in conformance with Paragraph 2.02.

#### 1.04 REFERENCE STANDARDS

##### A American Society for Testing and Materials (ASTM)

1. ASTM D5199 - Standard Test Method for Measuring Thickness of Textile Materials.
2. ASTM D5261 - Standard Test Method for Mass per Unit Area (Weight) of Woven Fabric.
3. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method.
4. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
5. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
6. ASTM D4632 - Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method).
7. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
8. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products.

- B Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### 1.05 FABRIC APPLICATIONS

The filter fabric is to be used for placement beneath erosion control stone and structures, beneath crushed stone paving where called for; bonded to both sides of drainage net for geocomposite; and, installed as operational cover over the leachate collection lines as shown on the Drawings. The unit weights of the filter fabric for each use are specified herein.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A The filter fabric shall be shipped, stored and handled in accordance with manufacturer's recommendations and as specified herein.
- B The fabric shall be stored with a cover so that it is protected from exposure to sunlight and shall be elevated from the ground (a minimum of 3-in) to protect the fabric from stones and other sharp objects and saturation.

#### 1.07 REQUIREMENTS PRIOR TO INSTALLATION

- A For use in erosion control structures, the subgrade shall be inspected and approved by the Engineer prior to installation of the filter fabric. The subgrade shall be smooth, uniform and compacted for the installation of the fabric.

#### 1.08 MATERIAL WARRANTY

- A The manufacturer shall warrant the material, against manufacturing defects and material degradation for a period of five years from the date of installation. The manufacturer shall replace any material which fails within the warranty period. The manufacturer shall furnish a written warranty covering the requirements of this Paragraph.

#### 1.09 GUARANTEE

- A The Contractor shall guarantee the filter fabric against defects in installation and workmanship for the period of two years commencing with the date of Final Acceptance. The guarantee shall include the services of qualified service technicians and all materials required for the repairs at no expense to the Owner.

### PART 2: PRODUCTS

#### 2.01 GENERAL

- A The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration.

#### 2.02 MATERIALS

A Nonwoven Fabric

1. All fabric shall be a nonwoven needle punched polypropylene fabric consisting of filaments formed into a stable network, such as SKAPS GE-160 or equal.
2. A nominal 8 oz/yd<sup>2</sup> unit weight fabric shall be used as bedding for rip-rap lined stormwater structures, ditches, outlets and operational cover.
3. The fabric shall be non-biodegradable, nonreactive within a pH range of 2 to 13, resistant to ultraviolet light exposure, and resistant to insects and rodents. Test results from any sampled roll in the lot, when tested in accordance with ASTM D4759, shall meet or exceed the values listed in Table 1.

**TABLE 1**  
**MINIMUM AVERAGE ROLL VALUES (MARV)**  
**GEOTEXTILE FABRICS**

PROPERTIES	TEST METHOD	MARV		
		UNIT	6 OZ.	8 OZ.
Mass per Unit Area	ASTM D5261	oz./yd <sup>2</sup>	5.7	7.3
Grab Tensile Strength	ASTM D4632	lbs	150	205
Grab Elongation	ASTM D4632	%	50	50
Trapezoidal Tear	ASTM D4533	lbs	65	95
CBR Puncture	ASTM D6241	lbs	435	600
Water Flow	ASTM D4491	gal/min/ft <sup>2</sup>	110	95
Apparent Opening Size	ASTM D4751	US Sieve	70	80

2.03 QUALITY CONTROL DOCUMENTATION

- A Prior to installation, the Contractor shall provide to the Engineer the following information certified by the manufacturer for the delivered fabric.
1. Each roll delivered to the Project site shall have the following identification information:
    - Manufacturer's name
    - Product identification
    - Roll number

- Roll dimensions
2. Quality control certificates, signed by the manufacturer's quality assurance manager. Each certificate shall have roll identification number, sampling procedures, testing frequency and test results. At a minimum the following test results shall be provided every 50,000 square feet of manufactured fabric in accordance with test requirements specified in Paragraph 2.02.
    - Mass per Unit Area
    - Grab Tensile Strength
    - Grab Elongation
    - Trapezoidal Tear
    - CBR Puncture
    - Water Flow
    - Apparent Opening Size

### PART 3: EXECUTION

#### 3.01 PREPARATION

##### A General

1. Preparation of the subgrade shall be in accordance with Section 02200, or otherwise depending on the specific application.
2. The subgrade shall be inspected by the CQC Engineer prior to installation of the filter fabric.

#### 3.02 INSTALLATION

##### A Fabric Placement

1. The subgrade shall be maintained in a smooth, uniform and compacted condition during installation of the filter fabric beneath the erosion control stone.
2. No mechanical equipment shall be driven directly on top of the filter fabric.
3. Granular fill materials shall be installed in accordance with Section 02700.
4. Damage to the filter fabric occurring during the placement of protective cover shall be repaired immediately at no additional expense to the Owner.

##### B Field Overlap

1. The fabric shall be overlapped according to the manufacturers recommended installation guidelines for a particular application.

### 3.03 FIELD QUALITY CONTROL

- A Two duplicate documentation files for fabric placement shall be maintained. One shall be maintained by the Contractor and the other by the Engineer. At the end of each work week, the files shall be updated and checked to assure that all copies of pertinent project information are included in each file. The Contractor shall submit daily copies of the documentation to the Engineer.
- B The filter fabric installation and related work shall be inspected by the Engineer. All work in the system therein being inspected shall be complete, clean and ready for use. All work shall meet the requirements of cleanliness and workmanship, as determined by the Engineer.
- C Discrepancies shall be noted and repaired at no additional expense. Final acceptance of the system shall be contingent upon the approval of the Engineer.

END OF SECTION

SECTION 02505

CRUSHED STONE PAVING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to construct access and service roads as shown on the Drawings.
- B. The CONTRACTOR shall maintain access and service roads under this Contract during the guarantee period of one year and shall promptly refill and grade areas that have settled or are otherwise unsatisfactory for traffic.

1.02 RELATED WORK NOT INCLUDED

- A. Section 02200: Excavation, Backfill, and Compaction

1.03 REFERENCE SPECIFICATIONS

- A. Except as otherwise specified herein, the Standard Specifications for Highway Construction as issued by the State of North Carolina, Department of Transportation, shall apply to material requirements for access and service road construction.

1.04 SUBMITTALS

- A. The CONTRACTOR shall provide in submittal format for ENGINEER review, the results of recent gradation and modified Proctor moisture-density tests performed by NCDOT or from the Department approved source for which the material is manufactured. If requested, CONTRACTOR shall provide a sample of the proposed material.

PART 2 - PRODUCTS

2.01 SUBGRADE MATERIAL

- A. See Section 02200 – Excavation, Compaction, and Backfill

2.02 CRUSHED STONE

- A. Crushed Stone paving material shall conform to NCDOT standards for Graded Aggregate Base Course.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Materials for the perimeter access roads shall be delivered, placed and compacted in accordance with the contract specifications and drawings.
- B. The CONTRACTOR shall perform all general unclassified excavation, rough or overall grading, borrow and fill, to the subgrades of the road, road shoulders and slopes to match the existing grades.
- C. Finished excavation and grading shall be uniformly smooth, well compacted, and free from irregular surface changes. The degree of finish shall be that obtainable from either blade-grader or scraper operations. The finished surface shall not be more than 0.10 ft above or below the new grade.

### 3.02 INSTALLATION

- A. Prior to placing backfill to create the pavement subgrade in fill areas, or Crushed Stone paving in cut areas, the exposed natural soil subgrade shall be proofrolled in the presence of the ENGINEER and/or the CQC Engineer. Proofrolling shall be performed with at least four complete coverages of the rear wheels of a fully loaded CAT D300D truck or as directed by the ENGINEER.  

Soft, wet, organic, or other unsuitable materials or conditions identified during proofrolling shall be undercut by at least 12 inches and backfilled with suitable fill as directed by the ENGINEER at no additional cost the OWNER.
- B. Backfill for road subgrade shall be placed in layers in accordance with Section 02200. CQC shall perform compaction testing of the pavement subgrade fill.
- C. Crushed Stone paving shall be placed over the prepared subgrade (overlain by geotextile or geogrid) where shown on the contract documents. The Crushed Stone shall be spread with track-mounted equipment. Each lift of Crushed Stone shall be compacted to at least 100% of its maximum laboratory density as determined by AASHTO T-180 as modified by NCDOT. CQC shall perform compaction testing of the crushed stone paving. The minimum frequency of testing shall be 1 test per lift per 10,000 square feet or as directed by the ENGINEER.

END OF SECTION

SECTION 02510

PAVING AND SURFACING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish all labor, equipment and materials and perform all operations in connection with the construction of asphalt concrete pavement, asphalt concrete overlay, reinforced concrete pavement, gravel roads, concrete curb and gutter, repair and reconstruction of existing asphalt concrete pavement, repair of existing gravel roads, and pavement markings complete as specified herein and as detailed on the Drawings.
- B. All new roads including the replacement of portions of the existing roads shall be to the limits, grades, thicknesses and types as shown on the Drawings. Patches for pipe crossings and areas damaged during the construction work shall be asphalt and/or gravel, depending upon the material encountered, unless otherwise indicated.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Requirements of related work are included in Division 1, Division 2 and Division 3 of these Specifications.

1.03 RELATED SECTIONS

- A. Section 02200 - Earthwork
- B. Section 03300 - Cast-In-Place Concrete

1.04 STANDARD SPECIFICATIONS

- A. Except as otherwise provided in the Specifications or on the plans, all work shall be in accordance with the North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest revision except that any reference to "NCDOT", "Department" or "Unit" shall mean the "Owner". When reference to these Specifications is intended, the description will be NCDOT Section \_\_\_\_\_ or NCDOT Specifications.
- B. Except with the approval of the Engineer, the placing of concrete or asphalt concrete surface paving shall be subject to the Seasonal and Weather Restrictions set forth in NCDOT Specifications.

## PART 2 -- MATERIALS

### 2.01 SELECT FILL

- A. The Contractor shall place select fill as necessary to complete the embankments, shoulders, subgrade foundation and replacement for removed unsuitable material in accordance with Section 02200, Excavation, Compaction, and Backfill.

### 2.02 GRAVEL

- A. All work, including materials, associated with gravel shall be in accordance with NCDOT Section 545, Incidental Stone Base, except that Articles 545-6 and 545-7, shall be deleted.

### 2.03 AGGREGATE STABILIZATION

- A. All work, including materials, associated with Aggregate Stabilization shall be in accordance with NCDOT Section 510, Aggregate Stabilization, except that Article 510-6 shall be deleted.

### 2.04 AGGREGATE BASE COURSE (ABC)

- A. All work, including materials, associated with Aggregate Base Course shall be in accordance with NCDOT Section 520, Aggregate Base Course, except that Articles 520-7 and 520-11 shall be deleted.

### 2.05 ASPHALT CONCRETE BINDER COURSE

- A. All work, including materials, associated with asphalt concrete binder course shall be in accordance with Section 640, Asphalt Concrete Binder Course, Types H and HDB, of the NCDOT Standard Specifications, except that Articles 640-5 and 640-6 shall be deleted and Paragraph (B) of Article 640-3 shall be revised by deleting the first paragraph and adding the following, "A job mix formula will be developed by the Contractor for the particular materials the Contractor proposes to use, in accordance with Article 610-3."
- B. The job mix formula shall be delivered to the Engineer at least two (2) weeks prior to beginning paving operations.

## 2.06 ASPHALT CONCRETE SURFACE COURSE

- A. All work, including materials, associated with asphalt concrete surface course shall be in accordance with Section 645, Asphalt Concrete Surface Course, Types I-1, I-2 and HDS, of the NCDOT Standard Specifications, except that Articles 645-5 and 645-6 shall be deleted and Paragraph (B) of Article 645-3 shall be revised by deleting the first paragraph and adding the following "A job mix formula will be developed by the Contractor for the particular materials the Contractor proposes to use, in accordance with Article 610-3".
- B. The job mix formula shall be delivered to the Engineer at least two (2) weeks prior to beginning paving operations.

## 2.07 RIGID PORTLAND CEMENT CONCRETE PAVEMENT

- A. All work, including materials associated with rigid concrete pavement shall be in accordance with Section 03301, Concrete and Reinforcing Steel. Placement shall be in accordance with Section 03301, Concrete and Reinforcing Steel and NCDOT Section 700, General Requirements for Portland Cement Concrete Pavement and Section 710, Concrete Pavement, except that Articles 700-2, 700-15, 710-3, 710-4, 710-8, 710-9, 710-10, and 710-11 shall be deleted.

## 2.08 RIGID CONCRETE PAVEMENT REINFORCING

- A. Reinforcing, if specified, shall be as shown on the Structural Drawings and as specified under Section 03301, Concrete and Reinforcing Steel.

## 2.09 CONCRETE CURB AND GUTTERS

- A. Concrete shall be air-entrained by admixture only and proportioned and mixed for a 28-day minimum compressive strength as indicated in the requirements of Section 03301, Concrete and Reinforcing Steel.
- B. Premolded expansion joint filler for expansion joints shall conform to ASTM D 1751 and shall be 1/2-inch thick, minimum.

## 2.10 ASPHALT TACK COAT

- A. All work, including materials, associated with asphalt tack coat shall be in accordance with Section 605, Asphalt Tack Coat, of the NCDOT Standard Specifications, except that Article 605-10 shall be deleted.

## PART 3 -- EXECUTION

### 3.01 EMBANKMENT

- A. The embankment shall be constructed in accordance with Section 02200, Earthwork.

### 3.02 SUBGRADE

- A. The subgrade, where shown on the Drawings, shall be aggregate stabilized by the addition and mixing of coarse aggregate with the top 3-inches of subgrade in accordance with NCDOT Section 510-4. Aggregate stabilization shall be applied to the subgrade at a rate of 300-pounds per square yard. Following the application of stabilizer aggregate, the subgrade shall be formed true to crown and grade, and shall be compacted with a minimum of four (4) passes of a 15-ton vibratory roller to conform to the maximum densities determined by AASHTO T99 Standard Specifications.

### 3.03 BASE COURSE

- A. The finished base course of all paving shall be ABC and shall be of the thickness shown on the Drawings, formed true to crown and grade. Gravel roads, including repair to existing gravel roads shall be ABC and shall be of the thicknesses shown on the Drawings, formed true to crown and grade. No fill material except new ABC shall be placed on top of existing gravel.

### 3.04 ASPHALT CONCRETE INTERMEDIATE COURSE (TYPE I19.0C)

- A. Asphalt Concrete Intermediate Course (Type I19.0C) shall be placed and compacted on the aggregate base course in layers not to exceed 2-inches and at the rate of 114 pounds per square yard per inch. Thicknesses shall be as shown on the Drawings.

### 3.05 ASPHALT CONCRETE SURFACE COURSE (TYPE S9.5B)

- A. Prior to placement of the asphalt concrete surface course, the intermediate course shall be inspected for damage or defects and repaired to the satisfaction of the Engineer. The surface of the intermediate course shall be approved by the Engineer.
- B. The asphalt tack coat shall be applied to the surface of the approved intermediate course as described in NCDOT Section 605. Equipment for applying the tack coat shall be power-oriented pressure spraying or distributing equipment suitable for the materials to be applied and approved by the Engineer.
- C. The Asphalt Concrete Surface Course shall be placed and compacted on the intermediate course in layers not to exceed 2-inches and at the rate of 110-pounds per square yard per inch. Thicknesses shall be as shown on the Drawings.

### 3.06 RIGID PORTLAND CEMENT CONCRETE

- A. The subgrade and base course beneath portland cement concrete pavement shall be prepared in accordance with the applicable Sections of these Specifications and referenced Standard Specifications, except that the Contractor shall use an approved automatically controlled fine grading machine to produce final subgrade and base surfaces meeting the lines, grades, and cross sections (thicknesses) shown on the Drawings or established by the Engineer.
- B. The surface of the base shall be damp at the time the concrete is placed. The Contractor shall sprinkle the base when necessary to provide a damp surface. The Contractor shall satisfactorily correct all soft areas in the subgrade or base prior to placing concrete.
- C. Hauling over the base course shall not be allowed except where specifically permitted by and in writing by the Engineer. The Engineer may allow equipment dumping concrete to operate on the base to the extent and under the conditions the Engineer deems necessary to facilitate placing and spreading the concrete.
- D. Installation of the rigid concrete pavement shall be in accordance with the details shown on the Drawings and Division 3 - Concrete. The rigid concrete pavement shall cure a minimum of ten (10) calendar days and until the concrete has attained a minimum flexural strength of 550 psi as indicated by flexural strength testing. The Contractor shall coordinate and pay for all flexural strength testing with a minimum of four (4) 6-inch by 6-inch by 20-inch beams for every fifty (50) cubic yards of pavement concrete installed.
- E. Contraction joints shall be spaced at intervals as shown on the Drawings. Transverse contraction joints shall be formed by an approved joint insert. Expansion joints shall be placed when the pavement abuts a structure using 1-inch expansion joint material (filler) and sealant as specified herein.

### 3.07 CONCRETE CURB AND GUTTER

- A. The expansion joint filler for concrete curb and gutters shall be cut to conform with the cross section of the curb. Expansion joints shall be spaced at intervals of not more than 25-feet. Formed control joints shall be installed at intervals not exceeding 10 feet. Depth of joint shall be 1/3 the thickness. Curved forms shall be used where radii are indicated; straight segments shall not be permitted. Upon removal of the forms, exposed curb faces shall be immediately rubbed down to a smooth and uniform surface. No plastering shall be permitted.

### 3.08 UNDERGROUND UTILITY LINES

- A. Where an underground utility line is beneath the new roadway, the backfilling shall be carried out with special care, and the final consolidation shall be accomplished by a vibratory roller. Construction of the roadway over the trench shall be deferred as long as practicable.

### 3.09 JUNCTION WITH OTHER PAVING

- A. Where new asphalt concrete pavement abuts existing asphalt concrete pavement, the existing pavement shall be cut back to insure obtaining the specified compaction of the new pavement courses and interlocking adjoining courses. Existing subbase courses shall be cut back from the subgrade level of the new pavement on a one-on-one slope into the existing pavement, and the asphalt courses of the existing pavement shall be removed for an additional 6-inches back from the slope. The edge of the existing asphalt courses shall be saw cut straight and true. The faces between new and existing asphalt courses shall receive an application of tack coat.
- B. Where new asphalt concrete pavement abuts existing rigid concrete paving, saw cut the existing concrete edge to provide a clean, straight, vertical face. Remove all loose or deteriorated concrete at the interface. Remove all debris, dust, and loose material from both the existing concrete edge and adjacent base/subbase. Apply uniform tack coat along the vertical face of the concrete edge and adjacent prepared base. Allow to break (become tacky) before asphalt placement. Place asphalt mix in accordance with project requirements. After cooling, seal the interface joint with approved joint sealant to prevent water infiltration.
- C. Where new rigid concrete pavement abuts existing rigid concrete or asphalt concrete paving, the existing paving shall be saw cut straight and true. An expansion joint of a 1/2-inch minimum thickness with filler material and sealant shall be placed between the new concrete pavement and the existing rigid concrete or asphalt concrete paving.

### 3.10 ASPHALT CONCRETE OVERLAY

- A. Where asphalt concrete is proposed to be placed over an existing asphalt or rigid concrete surface, the surfaces shall be thoroughly cleaned by power brooming and a tack coat shall be applied in accordance with NCDOT Section 605, Asphalt Tack Coat, of the NCDOT Standard Specifications, prior to installing the overlay. The overlay shall be applied in accordance with Subsections 2.06 and 3.05 and Standard Details shown on the Drawings.

-END OF SECTION-

SECTION 02605

PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment required to install precast concrete structures, frames and covers, access hatches, and appurtenances as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Section 02200 – EXCAVATION, BACKFILL, AND COMPACTION
- B. Section 02612 – REINFORCED CONCRETE PIPE

1.03 SUBMITTALS

- A. Shop drawings, product data, materials of construction, and details of installation shall be submitted in accordance with Section 01340. Submittals shall include the following:

1. Base sections, riser sections, eccentric and concentric conical top sections, flat slab tops, and grade rings with notarized certificate indicating compliance with ASTM C478.
2. Pipe connections.
3. Frame and cover with notarized certificate indicating compliance with ASTM A48, Class 30.
4. Method of repair for minor damage to precast concrete sections.
5. Building brick with notarized certificate indicating compliance with ASTM C62.
6. Layout drawings of all pipe trenches which shall include component part outline dimensions location of each part in the system, intended loading (pedestrian or H-20), the number, identification, and location of each pipe within trenches, and a complete bill of material.

- B. Design Data

1. Precast concrete structures:
  - a. Sectional plan(s) and elevations showing dimensions and reinforcing steel placement.

- b. Structural calculations including assumptions.
- c. Concrete design mix.

C. Test Reports

- 1. Precast concrete structures:
  - a. Concrete test cylinder reports from an approved testing laboratory certifying conformance with specifications.

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

- 1. ASTM A48 - Specification for Gray Iron Castings.
- 2. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- 3. ASTM C32 - Specification for Sewer and Manhole Brick (Made from Clay or Shale).
- 4. ASTM C33 - Specification for Concrete Aggregates.
- 5. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
- 6. ASTM C150 - Standard Specification for Portland Cement
- 7. ASTM C207 - Specification for Hydrated Lime for Masonry Purposes
- 8. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
- 9. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections
- 10. ASTM D4101 - Specification for Propylene Plastic Injection and Extrusion Materials.

B. American Concrete Institute (ACI)

- 1. ACI 318 - Building Code Requirements for Reinforced Concrete
- 2. ACI 350R - Concrete Sanitary Engineering Structures

C. American Association of State Highway and Transportation Officials (AASHTO)

- 1. Standard Specifications for Highway Bridges

- D. Occupational Safety and Health Administration (OSHA)
- E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### 1.05 QUALITY ASSURANCE

- A. All material shall be new and unused.
- B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by the ENGINEER or RPR. Inspection may be made at place of manufacture, at work site following delivery, or both.
- C. Materials will be examined for compliance with ASTM specifications, these Specifications and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.
- D. Materials shall be rejected for failure to meet any Specification requirement. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.
- E. Repair minor damage to precast concrete sections by approved method if repair is authorized by ENGINEER.

#### PART 2: PRODUCTS

##### 2.01 GENERAL

- A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- C. Provide lifting lugs or holes in each precast section for proper handling.

##### 2.02 PRECAST CONCRETE MANHOLE SECTIONS

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and meet the following requirements:

1. Bottom slab thickness shall equal the riser wall thickness or flat slab top thickness, whichever is greater.
2. Top section shall be eccentric cone or concentric cone as shown on the drawings where cover over pipe exceeds 4 feet; top section shall be flat slab where cover over top of pipe is 4 feet or less.
3. Base, riser and transition top sections shall have tongue and groove joints.
4. Sections shall be cured by an approved method.
5. Precast concrete sections shall be shipped after concrete has attained 3,000 psi compressive strength.
6. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading.
7. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
8. Construct and install precast concrete base as shown on the Drawings.
9. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

### 2.03 PRECAST CONCRETE STRUCTURES

- A. Precast reinforced concrete structures shall be supplied by an Approved manufacturer. Refer to Drawings for inside dimensions, headroom requirements and minimum thickness of concrete.
- B. Manufacturer shall notify ENGINEER at least five working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.
- C. Structural design calculations and Drawings shall be prepared and stamped by a Professional ENGINEER registered in North Carolina.
- D. Design Criteria
  1. Precast concrete
    - a. Minimum compressive strength shall be 5,000 psi at 28 days.
    - b. Maximum water content shall be six gallons per 94 pound sack of cement.

- c. Minimum cement content shall be six 94 pound sacks of cement per cubic yard of concrete.
2. Manufactured products
    - a. Conform to ACI 318 and ACI 350R.
    - b. Analyze walls and slabs using accepted engineering principals.
    - c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".
    - d. Design products to support their own weight, weight of soil at 130 pcf, and a live load equal to AASHTO HS-20 or 300 psf, whichever is applicable, applied to top slab.
    - e. Cast base slab and walls together to form a monolithic base section.
    - f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.
    - g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.
    - h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.
    - i. Locate horizontal wall joints 18-in. minimum from horizontal centerline of wall openings.
    - j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.
    - k. Provide lifting hooks for top slab.
    - l. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.
    - m. Wall sleeves shall be provided to the precast concrete manufacturer.

## 2.04 BRICK MASONRY

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.
  - 1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
  - 2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.
- B. Mortar shall be composed of one-part portland cement, two parts sand, and hydrated lime not to exceed 10 lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.
- C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No. 4 sieve and conform to ASTM C33.

## 2.05 JOINTING PRECAST SECTIONS

- A. Seal tongue and groove joints of precast manhole [and structure] sections with either rubber "O"-ring gasket or preformed flexible joint sealant. "O"-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No. 2 as manufactured by Hamilton-Kent; Ram-Nek as manufactured by K.T. Snyder Company or equal.
- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

## 2.06 MANHOLE RUNGS

- A. Manhole rungs shall be either of the following types:
  - 1. Cast aluminum alloy 6061-T6, drop front design, 16-in wide with an abrasive step surface conforming to OSHA requirements.
  - 2. Steel reinforced, copolymer polypropylene, 14-in wide, M.A. Industries Inc, PF Series or equal. Copolymer polypropylene shall conform to ASTM D4101 Classification PP200 B33450 Z02. Steel reinforcing shall be 2-in diameter, conforming to ASTM A615, Grade 60 and shall be continuous throughout rung.

## 2.07 ALUMINUM HATCHES

- A. Prefabricated checkerplate aluminum floor hatches shall be Bilco Co., Type J or Type JD; equal by Halliday Products, Inc., or equal, sized as shown. Hatches with either dimension over 3-feet 6-inches tall shall be double leaf type. Hatches shall be designed for AASHTO H20 loading in all roadways, parking lots, or areas subjected to vehicular traffic, and a live load of 300 lbs per sq ft in all other locations. Heavy duty stainless steel hardware shall be used throughout the fabrication. Doors shall be equipped with heavy duty stainless steel hinges, stainless steel pins, spring operators and automatic hold open arm having a vinyl covered release handle. Hinges shall be through-bolted to the cover and frame with tamperproof stainless steel lock bolts and stainless steel bolt and lock nut, respectively.

## 2.08 PIPE CONNECTIONS TO MANHOLE

- A. Connect pipe to manhole in the following ways:
  - 1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite; Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.
  - 2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.
  - 3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok, or equal.

## PART 3: EXECUTION

### 3.01 INSTALLATION

- A. Manhole and Vault Installation
  - 1. Manholes and vaults shall be constructed to the dimensions shown on the Drawings and as specified in these Specifications. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.

2. Place base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.
3. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
4. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber "O" ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.
5. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.
6. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
7. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.
8. Backfill carefully and evenly around manhole and vault sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Manhole Rung Installation

1. Aluminum Manhole Rungs
  - a. Grout aluminum manhole rungs into precast sections, on 12-in centers. Preform holes in riser and cone sections for rungs during casting. Holes for rungs shall be 1-1/8-inch in diameter and a minimum of 3-1/2-in deep.

- b. Grout rungs into precast sections immediately after casting and placing in the curing area, or immediately after coring holes for manhole rungs into base section. Fill holes with grout consisting of Portland Type II cement and mortar sand in a 1 to 2 ratio mixed to a putty consistency.
    - c. Paint those parts of the rungs which are embedded with a heavy coating of zinc chromate or other approved paint.
  2. Steel Reinforced Polypropylene Plastic Manhole Rungs
    - a. Preform holes for manhole rungs during casting of the riser and cone sections, using tapered form pins specifically made for preforming manhole rung holes.
    - b. Drive manhole rungs into preformed holes after concrete has developed a compressive strength of 3,000 psi.
    - c. Alternatively, cast manhole rungs into riser and cone sections when concrete is placed.
    - d. Drilling holes for manhole rungs may be used to accommodate field conditions when approved by the ENGINEER. Drill holes of diameter, spacing and depth required by manhole rung manufacturer.
  3. Pull-out resistance test
    - a. All manhole rung installation methods shall withstand a pull-out resistance test of 1,500 pounds.
- D. Setting Manhole Frame and Cover
  1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.
- E. Aluminum Hatch Installation
  1. Where aluminum contacts a dissimilar metal, apply a protective paint to the aluminum and to the dissimilar metal.
  2. Where aluminum contacts masonry or concrete, apply a heavy coat of approved alkali resistant paint to the masonry or concrete.
  3. Where items are cast into concrete, backpaint contact areas before setting.

### 3.02 LEAKAGE TESTS

- A. Test each manhole or vault for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:
- B. Assemble manhole in place; fill and point all lifting holes and exterior joints within six feet of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.
- C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least eight hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.
- D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.
- E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.
2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02612

REINFORCED CONCRETE PIPE AND FITTINGS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, equipment, materials and incidentals necessary to install and test reinforced concrete pipe fittings for storm drain complete as shown on the Drawings and as specified herein.
- B. All pipes shall be manufactured for this project and no pipe shall be furnished from stock.
- C. This work shall include, but not be limited to installing reinforced concrete pipe including all excavation, backfilling, sheeting, slope protection, drainage, concrete work, riprap, grading and all other work necessary to complete the construction, installation and testing of the reinforced concrete pipe.

1.02 RELATED WORK

- A. Section 02200 – Excavation, Backfill, and Compaction
- B. Section 02605 – Precast Concrete Structures

1.03 QUALIFICATIONS

- A. All reinforced concrete pipe and fittings shall be furnished by a single manufacturer who is fully experienced, reputable, and qualified to manufacture the pipe to be furnished.
- B. Reinforced concrete pipe and fittings shall conform to all Applicable ASTM Standards and these specifications.

1.04 SUBMITTALS

- A. At least 45 days prior to Reinforced Concrete Pipe installation submit the following to in accordance with Section 01340:
  - 1. The names of the suppliers
  - 2. Shop Drawings of pipe and fittings including pipe class or design, backup computations including reinforcement, class coding, joints, list of abbreviated terms with meaning.

- B. The locations of all pipes shall conform to the locations indicated on the Drawings. In most cases, a certain amount of flexibility in positioning of pipes will be allowed, especially where new pipes will connect to existing structures or piping. Horizontal and vertical deflections may require beveled, special deflection, or short pipe. The deflection of joints shall not exceed 75 percent of that recommended by the manufacturer.
- C. The pipe manufacturer shall inspect all pipe joints for out-of-roundness and pipe ends for squareness. The manufacturer shall furnish to the ENGINEER a notarized affidavit stating all pipe meets the requirements of ASTM, ASCE, ANSI, AWWA, etc., these Specifications, and the joint design with respect to square ends and out-of-round joint surfaces.
- D. Furnish to the ENGINEER sworn certificates that all tests and inspections required by the Specifications under which the pipe is manufactured have been satisfied.

#### 1.05 INSPECTION

- A. All pipe and fittings to be installed under this contract may be inspected at the site of manufacture for compliance with these Specifications by an independent laboratory selected by the ENGINEER. The manufacturer's cooperation shall be required in these inspections. The cost of inspection by an independent laboratory, will be borne by the OWNER.

### PART 2: PRODUCTS

#### 2.01 REINFORCED CONCRETE PIPE

- A. Except as otherwise specified herein or as indicated on the Drawings, pipe shall conform to ASTM Standard Specifications for Storm Drain, and Designation C76, Class III Wall B. Reinforcement shall be full circular cage. Neither elliptical nor quadrant reinforcement will be allowed.
- B. The pipe shall be capable of withstanding construction equipment loading which may be encountered during the progress of the work. Any pipe damage during construction operations shall be promptly and satisfactorily repaired or replaced at the CONTRACTOR's expense.
- C. Non-air-entraining portland cement conforming to ASTM Specification C150, Type II shall be used, except as otherwise approved in writing by the ENGINEER. The use of any other admixture will not be permitted.
- D. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM Specifications C33, except for gradation, with a maximum loss of 8 percent when subjected to five cycles of the soundness test using magnesium sulfate.

- E Coarse aggregate shall consist of well-graded crushed stone or washed gravel conforming to the requirements of ASTM Specification C33, except for gradation, with a maximum loss of 8.0 percent when subjected to five cycles of the soundness test using magnesium sulfate.
- F **The 28-day compressive strength of the concrete shall be not less than 4,000 psi.** The pipe interior shall comprise a continuous integral cement skin and shall be smooth and even, free from roughness, projections, indentations, offsets or irregularities. The concrete mass shall be dense and uniform. The average absorption for the drainage pipe shall not exceed 5.0 percent of the dry weight and no specimen shall exceed 9.0 percent. Reinforcement in the bell and spigot shall be adequate to prevent damage to concrete during shipping, handling and installation.
- G The pipe shall be clearly marked as required by ASTM C76 in a manner acceptable to the ENGINEER. The markings may be at either end of the pipe for the convenience of the manufacturer, but for any one size shall always be at the same end of each pipe length. Pipe shall not be shipped until the compressive strength of the concrete has attained 3,000 psi and not before five (5) days after manufacture, and/or repair, whichever is the longer.
- H Piping shall have a minimum laying length of approximately 8 feet, except for closure and other special pieces as approved by the ENGINEER. The length of the concrete pipe at each structure shall be as shown but, in any case, shall not exceed 3 feet.
- I Unsatisfactory or damaged pipe will be either permanently rejected or returned for minor repairs. All pipe which has been damaged after delivery will be rejected. If damaged pipe already has been laid in the trench it shall be acceptably repaired or removed and replaced at the sole discretion of the ENGINEER entirely at the CONTRACTOR's expense. Pipe may be rejected for any of the following reasons:
1. Exposure of any wires and positioning spacers or chairs used to hold the reinforcement cage in position, or steel reinforcement in any surface of pipe, except for ends of longitudinal reinforcing. Type 304 stainless steel chairs and spacers may be used in lieu of this requirement.
  2. Transverse reinforcing steel found to be in excess of 1/4-inch out of specified position after the pipe is molded.
  3. Any shattering or flaking of concrete at a crack.

4. Air bubble voids (bugholes) on the interior and exterior surfaces of the pipe exceeding 1/4-inch in depth unless properly and soundly filled with mortar or other approved material.
5. Unauthorized application of any wash coat of cement or grout.
6. A hollow spot (identified by tapping the internal surface of the pipe) which is greater than 30 inches in length or wider than 3 times the specified wall thickness. Repair of such defective areas not exceeding these limitations may be made.
7. Defects that indicate imperfect molding of concrete; or any surface defect indicating honeycomb or open texture (rock pockets) greater in size than an area equal to a square with a side dimension of 2-1/2 times the wall thickness or deeper than two times the maximum graded aggregate size or local deficiency of cement resulting in loosely bonded concrete, the area of which exceeds in size the limits or area described in Paragraph 6 above, when the defective concrete is removed. Repair of such defects not exceeding these limits may be made as provided in Paragraph 6 above.
8. Any of the following cracks:
  - a. A crack having a width of 0.005 inch to 0.01 inch throughout a continuous length of 36 inches or more.
  - b. A crack having a width of 0.01 inch to 0.03 inches or more throughout a continuous length of 1 foot or more.
  - c. Any crack greater than 0.005 inch extending through the wall of the pipe and having a length in excess of the wall thickness.
  - d. Any crack showing two visible lines of separation for a continuous length of 2 feet or more, or an interrupted length of 3 feet or more anywhere in evidence, both inside and outside.
  - e. Cracks anywhere greater than 0.03 inch in width.
9. Transverse reinforcing steel found to be in excess of 1/4-inch out of specified position after the pipe is molded.
10. A deficiency greater than 1/4-inch from the specified wall thickness of pipe.

11. A deficiency greater than 1/4-inch from the specified wall thickness of pipe 30 inches or smaller in internal diameter.
  12. A deficiency greater than 6 percent from the specified wall thickness of pipe larger than 30 inches in internal diameter, except that the deficiency may be 8 percent adjacent to the longitudinal form joint, provided that the additional deficiency does not lie closer than 20 percent of the internal diameter of the pipe. The deficiencies in wall thickness permitted herein do not apply to gasket contact surfaces in gasketed joint pipe.
  13. A variation from the specified internal diameter in excess of 1 percent, or interior surfaces which have been reworked after placing of concrete. The variation in internal diameter permitted herein does not apply to gasket contact surface in gasketed joint pipe.
- J Pits, blisters, rough spots, breakage, and other imperfections may be repaired, subject to the approval of the ENGINEER, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Non-shrink cement mortar used for repairs shall have a minimum compressive strength of 6,000 psi at the end of 7 days and 7,000 psi at the end of 28 days, when tested in 3-inch cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the ENGINEER.
- K Joints for concrete pipe shall be the tongue and groove type of joint with provisions for using a round rubber "O-Ring" gasket in a recess in the spigot end of the pipe. The bevel on the bell of the pipe shall be between 1-1/2 degree and 2-1/2 degree and the annular open space at the gasket when the joint is made up and pipes are centered and in line shall not exceed 3/16-inch. The faces of pipe in contact with the gasket shall be true, and free of irregularities.
1. The round rubber "O-Ring" gaskets shall conform to ASTM C443 Specifications for Joints for Circular Concrete Sewer and Culvert Pipe using Rubber Gaskets.
  2. The manufacturer shall supply test data and affidavits showing compliance with these requirements. Tests shall have been conducted within six months of the start of manufacture of the pipe.
  3. The pipe manufacturer shall furnish information and supervise the installation of at least the first five joints installed by the CONTRACTOR. The ends of the pipe shall be made true to form and dimension by casting against steel forms.

- L Reinforced concrete bends shall be cast to the degree of curvature required or fabricated by cutting the pipe at the required angle and then rejoining the sections. Bends may be smooth or mitered providing mitered angles do not exceed 22-1/2 degrees and bends have a radius divided by the pipe diameter greater or equal to one.
- M Joints for concrete pipe 48 inches in diameter and larger shall be of the rubber and steel joint design utilizing a steel bell, a steel spigot, a round rubber gasket and meeting the requirements of ANSI/AWWA C301. Steel skirts shall be welded to the spigot ring and adequately welded to internal reinforcing. The steel in the bells shall be adequate to resist cracking the concrete during installation. Before the first pipe is shipped the manufacturer shall make a fit-up test in the presence of the ENGINEER.
- N Joints for concrete pipe less than 48 inches in diameter shall be the tongue and groove or bell and spigot type of joint with provisions for using a round rubber "O-Ring" gasket in a recess in the spigot end of the pipe. The bevel on the bell of the pipe shall be between 1-1/2 degrees and 2-1/2 degrees. The diameters of the joint surfaces which compress the gasket shall not vary from the true diameters by more than 1/16-inch.

## PART 3: EXECUTION

### 3.01 GENERAL

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe or coatings. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before laying, and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the ENGINEER.
- B. All pipe and fittings shall be subjected to a careful inspection and hammer test just prior to being laid or installed. If any defective pipe is discovered after it has been laid it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional expense to the OWNER. All pipe and fittings shall be thoroughly cleaned before laying, shall be kept clean until they are used in the work, and when installed or laid, shall conform to the lines and grades required.
- C. All buried piping shall be installed to the lines and grades as shown on the Drawings. All underground piping shall slope uniformly between joints where elevations are shown.
- D. All pipe shall be sound and clean before laying. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by watertight plugs or other approved means.

- E. Bevel and short pipe shall be used as necessary to meet site conditions and to provide a pipe installation as shown in the Drawings. The cost of all such pipe shall be included within the bid price for the pipe.

### 3.02 REINFORCED CONCRETE PIPE

- A. As soon as the excavation is completed to the normal grade required, the CONTRACTOR shall immediately place screened gravel bedding material in the trench, and then the pipe shall be firmly bedded in this gravel to conform accurately to the lines and grades indicated on the Drawings. Bedding material for bedding the pipe shall conform to the specifications under Section 02200.
- B. Bedding material, as specified, shall be placed and compacted to give complete vertical and lateral support for the lower section of the pipe. A depression shall be left in the bedding material at the joint to prevent bedding material from entering the bell and interfering with seating the spigot.
- C. The pipe bedding shall be compacted to give complete vertical and lateral support for the lower half of the pipe. A depression shall be left in the supporting materials at the joint to prevent contamination of the rubber gasket immediately before being forced home. Before the pipe is lowered into the trench, the bell and spigot must be cleaned and free from dirt. The gasket and bell shall be lubricated by a vegetable lubricant, which is not soluble in water, furnished by the pipe manufacturer and harmless to the rubber gasket. As soon as the spigot is centered in the bell of the previously laid pipe, it shall be brought fully home. Each gasket shall be carefully checked for proper positioning around the full circumference of the joint. Special measures shall be taken to ensure that the gaskets are properly positioned. For example, steel inserts may be required to prevent the pipe from going home until a feeler gauge is used to check the final position of the gasket, with special attention being given to the bottom half of the pipe. The CONTRACTOR shall be responsible for the means of forcing the pipe home and shall take care to prevent damage to the pipe ends. Any pipe so damaged shall be repaired or replaced at no cost to the OWNER. If necessary, the CONTRACTOR shall employ hand methods of pipe joining. For example, the pipe may be forced home by using jacks or come-alongs which shall be anchored sufficiently back along the pipeline so that the pulling force will not dislodge the pieces of pipe already in place, or by the proper manipulation of a backbone and cable sling.
- D. It is the contractor's responsibility to lay the pipe to the lines and grades shown on the Drawings.

- E. All joint gaskets are to be checked for position prior to full insertion in the bell in order to assure final correct jointing. Following full joint insertion, the space outside of the gasket shall be immediately filled with grout, followed by full joint grouting in accordance with the pipe manufacturer's recommendations.
- F. A cloth joint band or diaper held with wires shall be placed to cover the outside joint and prevent the entrance of dirt. Grout composed of one part cement to two parts of well-graded mason's sand shall be poured into the outside joint on one side of the pipe to at least the springline. Placing mortar with hand tools may be done with the upper half of the joint. Grout must fill the entire joint. All exposed metal surfaces of appurtenances shall be covered with a minimum of 3/4-inch of cement grout all around.
- G. The CONTRACTOR shall have the option of using a joint filler approved by the ENGINEER in place of the diaper-grout operation, except for restrained joints.

### 3.03 STRUCTURE AND MANHOLE CONNECTIONS

- A. Pipe stubs for all structure and manhole connections shall not exceed 2 feet in length.

### 3.04 TESTING

- A All pipelines shown as reinforced concrete pipe on the Drawings shall be subjected to gravity pipeline testing as specified herein. This requirement will remain unchanged if ductile iron or prestressed concrete cylinder pipe is substituted for reinforced concrete pipe. All other pipe including ductile iron pipe specifically called out of the Drawings shall be subjected to a pressure test.
- B Infiltration Test

- 1. Pipe shall be tested for infiltration wherever the groundwater level as measured through observation wells installed and removed by the CONTRACTOR is above the crown elevation of the pipe and shall be made after the backfill has been placed and the ground water allowed to return to normal elevation.

Infiltration tests shall be made under the supervision of the ENGINEER, and the length of line to be tested shall be not less than the length between adjacent manholes and not more than the total length of each size of pipe. The allowable infiltration shall be 200 gallons per inch of diameter per day per mile of pipe in each Section tested. There shall be no visible flowing or dripping.

2. If an inspection of the completed pipeline or any part thereof shows pipes or joints which allow noticeable infiltration of water, the defective work or material shall be replaced or repaired as directed.
3. Rates of infiltration shall be determined by means of V-Notch weirs, pipe spigots, or by plugs in the end of the pipe to be furnished and installed by the CONTRACTOR in an approved manner and at such times and locations as may be directed by the ENGINEER.

#### C Exfiltration Test

1. Leakage tests by exfiltration shall be made on any pipe that is founded in an area where the ground water level is below the crown of the pipe as measured through observation wells. Leakage tests by exfiltration shall be made before or after backfilling at the discretion of the ENGINEER. The length of pipe to be tested shall be such that the head over the crown at the upstream crown is not less than 2 feet and the head over the downstream crown is not more than 6 feet. The pipe shall be plugged by pneumatic bags or mechanical plugs in such a manner that the air can be released from the pipe while it is being filled with water. Before any measurements are made, the pipe shall be kept full of water long enough to allow absorption and the escape of any trapped air to take place. Following this, a test period of at least one (1) hour shall begin. Provisions shall be made for measuring the amount of water required to maintain the water at a constant level during the test period.
2. If any joint shows an appreciable amount of leakage, the jointing material shall be removed and the joint repaired. If any pipe is defective, it shall be removed and replaced. If the quantity of water required to maintain a constant level in the pipe does not exceed 200 gallons per inch of diameter per day per mile of pipe and if all the leakage is not confined to a few joints, workmanship shall be considered satisfactory. If the amount of leakage indicates defective joints or broken pipes, they shall be corrected or replaced.

#### D Air Testing

1. The CONTRACTOR may use an air test in lieu of the exfiltration test. If he elects to do this, he shall submit his proposed method of testing to the ENGINEER for approval. Air testing shall be performed in accordance with the procedures described in ASTM C828. The equipment shall be specifically designed and manufactured for testing pipelines with low-pressure air and shall be provided with an air regulator valve or air safety valve set to prevent the air pressure in the pipeline from exceeding 8 psig. If

the results of the air test are unsatisfactory, the CONTRACTOR shall perform the exfiltration test as outlined above.

### 3.05 CLEANING

- A At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If after this cleaning, obstructions remain, they shall be removed. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the ENGINEER will examine the pipes for leaks. If any defective pipes or joints are discovered, they shall be repaired.

END OF SECTION

SECTION 02821

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes Specifications for the following:
1. Galvanized steel chain link fencing and accessories.
  2. Aluminum coated chain link fencing and accessories.
  3. Polyolefin (PVC) coated chain link fencing and accessories.
  4. Manual Swing Gates.
  5. Cantilevered Slide Gates.

1.02 SUBMITTALS

- A. General: Submit the following.
1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for gate operators, fence and gate posts, fabric, gates, and accessories.
  2. Shop drawings showing location of fence, gates, each post, and details of post installation, extension arms, gate swing, hardware, accessories and details of gate operator and associated conduits.
  3. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with the manufacturer's instructions.
- B. All materials, fabrication, and equipment covered in this specification shall be subject to the requirements of all latest revised applicable standards of ASTM, IEEE, NEMA, ANSI, etc.
- C. Fences furnished under this specification shall be built in accordance with all latest approved codes and standards except where specific requirements of this specification conflict with or supplement these standards. In such cases, the requirements of this specification shall take precedence.
- D. All components, equipment, parts and workmanship supplied shall be of the highest quality industrial grade construction and manufacturer. All parts and material must be new and unused.

- E. Contractors will field verify all measurements prior to fabrication.

#### 1.04 QUALIFICATIONS

- A. Installer: Company specializing in installing the products specified in this section with a minimum of 5-years experience.
- B. Manufacturer: Products from qualified manufacturers having a minimum of five years experience manufacturing products specified in this section

### PART 2 - PRODUCTS

#### 2.01 FABRIC

- A. Steel Fabric: Comply with Chain Link Fence Manufacturer's Institute (CLFMI) Product Manual. Wire types to include zinc, aluminum coated and PVC coated.
  - 1. Galvanized Steel Finish: ASTM A 392, 9 gauge, Class 1, with not less than 1.2 oz. zinc per square ft. of uncoated wire surface.
  - 2. Aluminized steel wire core: ASTM A 491, 9 gauge, .4 oz/sf.
  - 3. Polyolefin elastomeric coating: ASTM F 668 Class 2b, 9 gauge with PVC coating 6 mil to 10 mil in thickness, thermally fused to zinc-coated steel core wire. Color to be specified by Architect.
- B. Helically wound and woven to height of 8' with 4 square inch (2x2) diamond mesh. Both selvages are to be twisted and barbed.

#### 2.02 FRAMING

- A. Strength requirements for posts and rails conforming to ASTM F 1043.
- B. Unless otherwise specified, pipe shall be straight, true to section; Type I: ASTM F 1083, standard weight schedule 40; Hot-dipped galvanized after fabrication with minimum average 1.2 oz/ft<sup>2</sup> of coated surface area. The finish shall be resistant to corrosion, chalking, checking, abrasion, ultraviolet, and weathering in a highly corrosive salt spray and wind driven sand environment.
  - 1. When employed, Polyolefin Coated finish: In accordance with ASTM F1043, apply supplemental color coating of minimum 10 mils of thermally fused polyolefin in color to match fabric.

- C. Corner, terminal and pull posts: 2-7/8" od @ 5.79 lbs/ft.
- D. Line or intermediate posts: Post 2-3/8" od @ 3.65 lbs/ft.
- E. Braces 1-2/3" od @ 1.80 lbs/ft.
- F. Swing Gate Posts: Furnish posts according to the following gate widths:
  - 1. Up to 6 feet: 2-7/8" od @ 5.79 lbs/ft.
  - 2. Over 6 feet to 12 feet: 4" od 9.11 lbs/ft.
  - 3. Over 12 feet to 18 feet: 6-5/8" od 18.97 lbs/sf.
  - 4. Over 18 feet: 8-5/8" od 24.70 lbs/sf.
- G. Cantilevered Slide Gate posts: 4" od @ 9.1 lbs/ft.
- H. Top/Bottom Rails: Unless specified otherwise, top and bottom rails are not utilized in typical applications.

## 2.02 FITTINGS AND ACCESSORIES

- A. Material: Comply with ASTM F 626. Mill-finished aluminum or galvanized iron or steel, finished to match framing.
- B. Zinc Coating: All steel and iron parts unless specified otherwise shall be hot-dip galvanized after fabrication to give average zinc coating not less than 1.2 ounces per square foot of surface area and no individual specimen shall show less than 1.0 ounce. The finish shall be resistant to corrosion, chalking, checking, abrasion, ultraviolet, and weathering in a highly corrosive salt spray and wind driven sand environment.
- C. Tension Wire: Not less than 7 gauge metallic-coated steel marcelled tension wire conforming to ASTM 824.
  - 1. Where applicable, thermally fused polyolefin applied to zinc coated steel wire conforming to ASTM F 1664 Class 2 b
- D. Tie Wires: 9 gauge galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge for rails and braces. Hog ring ties of 12-1/2 gauge for attachment of fabric to tension wire.
- E. Post Brace Assembly: Double brace with Horizontal and 45° angled braces. Truss horizontal brace to terminal posts with minimum 5/16" diameter rod and adjustable turnbuckle capable of

withstanding a tension of minimum 2,000 lbs.

- F. Post Caps: Corner, terminal and pull posts without barb arms shall be provided with a weather-tight closure cap. Provide line post caps with loop to receive tension wire or top rail.
- G. Tension or Stretcher Bars: Galvanized steel with minimum length 2 inches less than full height of fabric, minimum cross-section of 3/16 inch by 3/4 inch. Provide one bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.
- H. Tension and Brace Bands: Minimum 3/4 inch-wide x 14 gauge thick galvanized steel.
- I. Barbed wire supporting arms: Pressed steel arms with provisions for attaching 3 rows of barbed wire spaced six (6) inches apart. Arms shall withstand 250 lb. downward pull at outermost end of arm without failure.
- J. Barbed wire: Shall consist of double strand steel wire minimum 13-3/4 gauge with 4 point barbs on approximately 4-inch centers. Wire size includes zinc, aluminum coated, and PVC coated.
  - 1. ASTM A 121, Standard Specification for Zinc Coated (Galvanized) Steel Barbed Wire.
  - 2. Aluminized steel wire with 14 gauge aluminum barbs, All aluminized gauge wire shall consist of a minimum coating of .40 ounces per sq. ft. of surface area.
  - 3. Thermally fused polyolefin coated per ASTM F 1665 Class 2b steel wire double-strand, with galvanized steel, 4 point barbs (without polyolefin finish).
- K. Razor Ribbon: Stainless Steel General Purpose Barbed Tape Obstacle (GPBTO) razor ribbon coil, is to be attached onto the outside (threat side) of the barbed wire top guard with a loop separation of between ten and twelve (10-12) inches and a loop diameter of 18 inches using stainless steel clips capable of withstanding a minimum pull load of 200 pounds for a minimum of 30 seconds without separation or other damage.

## 2.04 SWING GATES

- A. General: Gates to be fabricated in accordance with ASTM F 900 using galvanized steel members 1.90" OD schedule 40, welded at all corners. Welded joints coated, employing an aluminum or zinc-

rich paint. Gates over 10' wide shall have intermediate horizontal and/or vertical member as required spaced so that no members are more than 8' apart. Internal gate bracing may be 1-2/3" od pipe. Swing gates shall be Stephens Pipe & Steel CL-43 Industrial DD Gate 4 Uprights or equal.

- B. A minimum of one pedestrian conveniently located 4'-wide swing gate will be provided for emergency ingress and egress.
- C. Chain link fabric, fittings and accessories are to match that of the fence section. Fabric is to be attached to frame by means of tension on fabric bands at the external vertical members and attached by means of tie wires to all horizontal and any internal vertical members. These bands and ties to be a maximum of 15" centers. The fabric is attached to the bands using a fabric or tension bar.
- D. Hinges: Non-lift-off type structurally capable of supporting gate and capable of swinging 180° gate opening. Provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.
- E. Latch: Fulcrum (forked) type to permit operation from either side of gate with provision for pad locking as an integral part of the latch.
- F. Double gates: Provide drop bar with integrated forked latch to hold one leaf stationary and engage the active leaf when closed. A provision for pad locking shall be an integral part of the latch.
- G. Keepers (hold backs), which automatically engages gate leaf and holds it in open position until manually released, should be provided for any gate leaf 5' or greater.
- H. Barbed wire topping: When utilized, extend vertical members of gate frame 12". Barbed wire attached to frame using fabric or tension bands to hold barbed wire from moving out of position on the gate.

## 2.05 CANTILEVERED SLIDE GATES

- A. General: Fabricate gate in accordance with ASTM F1184, Type II, Class 2. Gate framing to be fabricated with 2" square tube aluminum material, alloy, and temper 6061-T6, and welded at all corners. Welded joints coated, employing an aluminum or zinc-rich paint. Members are welded together with a continuous top track (3.83 lbs/ft) and bottom rail to form a rigid one-piece frame. Vertical interior support uprights will be positioned equally throughout the frame structure.
- B. Standard Openings:

1. 15 to 18 feet: overall gate length 26'3" with 4 bays
  2. 19 to 22 feet: overall gate length 31'3" with 5 bays
  3. 23 to 26 feet: overall gate length 37'3" with 6 bays
  4. 27 to 30 feet: overall gate length 42'3" with 7 bays
- C. The bottom rail shall be a continuous one-piece 2" by 4" rectangular tube (1.69 lb/ft). An additional 2" square support rail shall be welded adjacent to the top track horizontal rail.
- D. Gate bays to be supported with upright and diagonal members that are 2" square tubing (1.10 lbs/ft) and 1" x 2" rectangular tubing (0.809 lbs/ft), respectively.
- E. There will be two truck assemblies (secured to the guide posts) which operate inside the top track. They shall be swivel type zinc die cast with 4 sealed and lubricated ball bearing rollers (2" dia., 9/16" width) and two side rollers (front and back) to assure alignment in the top track.
- F. The top track and rail is an enclosed combination one piece aluminum (6061-T6) extrusion weighing 3.83 lbs/ft. Top track to withstand a 2,000 lb. reaction load.
- G. Chain link fabric, fittings and accessories are to match that of the fence section. Fabric is to be attached to frame by means of tension on fabric bands at the external vertical members and attached by means of tie wires to all diagonal and any internal vertical members. These bands and ties to be a maximum of 15" centers. The fabric is attached to the bands using a fabric or tension bar.
- H. Bottom guide wheel assemblies have two 3" dia. rubber wheels (with protective covers – UL325) straddling the bottom horizontal gate rail. One assembly shall be attached to each guidepost.
- I. Ancillary: All items to be galvanized steel. Gate stop bar should be included to end gate travel. Provide latch to inhibit gate from sliding open with ability to lock gate by pad lock. Hanger bracket to hold top track and truck assembly.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. General: Install fence in compliance with ASTM F 567 and manufacturer's instructions. Do not begin installation and erection before final grading is completed, Verify that preparations in fence

locations are complete, without irregularities that would interfere with fence installation, correct unsatisfactory conditions before starting work.

- B. Clear Zone: 10' (ten foot) clearance is to be maintained clear of trees, foliage and structures on both sides of the fence line.
- C. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts at the diameter and spacing indicated, in firm, undisturbed or compacted soil.
  - 1. If not indicated on drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than 4 times largest cross-section of post.
  - 2. Unless otherwise indicated, excavate hole depths approximately 3-inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.
- D. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space at 10 feet o.c, unless otherwise indicated.
  - 1. Spacing of poles and footing design of fence with windscreen materials attached shall be the responsibility of the Contractor. All chain link fence members with windscreen and foundations are to be designed for a uniform wind pressure or suction of not less than 11.5 PSF applied over the gross area of the screen. Locations and heights are as shown on the drawings.
  - 2. Locate terminal post at each fence termination and change in horizontal or vertical direction of 10° or more. Terminal, Corner and Pull posts are to extend 12" above the top of the wire mesh to accommodate termination of barbed wire.
  - 3. Locate pull posts at maximum intervals of 500'.
  - 4. Concrete shall have a minimum 28 day compressive strength of 2,500 psi. The concrete shall be one continuous pour (no cold joints or adding any additional concrete material) with no gaps between concrete and post. The concrete shall be crowned above the surrounding ground surface to shed water. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

- E. Bracing: Double Brace corner, terminal and pull posts by providing horizontal brace rails at 2/3-height of the mesh and 45° angled brace rails installed on each side of the post as applicable and flush with post on fabric side using rail ends and special offset fittings where necessary. Install diagonal truss rods and tightener between terminal post and horizontal brace as a tension. Adjust truss rod, ensuring posts remain plumb.
- F. Barbed wire supporting arms: Installed angled outward from the protected area, at forty-five (45) degrees. If razor ribbon is specified, the top guard shall then be angled inward, toward the protected area.
- G. Tension wire: Provide tension wire at top and bottom of fabric. Install tension wire before stretching fabric and attach to each post with ties. Tension wire at top is to be installed through the barb wire extension arms opening in caps.
- H. Fabric: Do not stretch fabric until concrete foundation has adequately cured. Install fabric on threat side of fence, Pull fabric taut between terminal posts and anchor to framework so that fabric remains in tension after pulling force is released. Attach fabric with wire ties to line posts at 15" oc and to braces and tension wire at 24" oc. All fabric shall have a maximum of 2 inches between finish grade and bottom selvage. If the fence crosses uneven grounds, streams, culverts or other similar conditions, these areas should be protected with additional fence fabric or grating to deter penetration but should not disrupt the flow of water.
- I. Tension or Stretcher Bars: Thread through or clamp to fabric 4 inches oc, and secure to end, corner, pull, and gate posts with tension bands spaced not over 15 inches oc.
- J. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- K. Tie Wires: Use U-shaped wire of proper length to secure fabric firmly to posts and rails with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing.
- L. Barbed wire: Shall be pulled taut and attach in clips or slots of each supporting arm. Splicing of barbed wire between the arms is not permitted. Only top and bottom barbed wires are required if employing razor ribbon.
- M. Razor Ribbon: If specified, Stainless Steel General Purpose Barbed Tape Obstacle (GPBTO) razor ribbon coil is to be attached

onto the outside (threat side) of the barbed wire top guard with a loop separation of between ten and twelve (10-12) inches and a loop diameter of 18 inches using stainless steel clips capable of withstanding a minimum pull load of 200 pounds for a minimum of 30 seconds without separation or other damage

- N. Gates: Install gates plumb, level, and secure for full opening without interference. No open gap between fence members, gate assembly and ground should exceed 2". Install ground-set items in concrete for anchorage. Adjust hardware to smooth operation and lubricate where necessary.

END OF SECTION

SECTION 02901

MISCELLANEOUS WORK AND CLEANUP

PART 1: GENERAL

1.01 SCOPE OF WORK

- A Furnish all labor, materials, equipment and incidentals required perform miscellaneous work not specified in other sections but obviously necessary for the proper completion of the work as shown on the Drawings.
- B When applicable the CONTRACTOR shall perform the work in accordance with other sections of this Specification. When no applicable specification exists, the CONTRACTOR shall perform the work in accordance with the best management practice and/or as directed by the OWNER.
- C The work of this Section includes, but is not limited to, the following:
  - 1. Uninterrupted dust suppression
  - 2. Maintenance of facility entrances and internal access roads
  - 3. Traffic control at the facility entrance and internally to include signage, informational and directional
  - 4. Crossing, re-locating and marking existing utilities
  - 5. Maintain the project area free and clean of waste material
  - 6. Removal and disposal of waste material
  - 7. Protection and/or removal and reinstallation of signs
  - 8. Protection and bracing of utility poles
  - 9. Restoring easement and right-of-ways
  - 10. Temporary facilities and removal
  - 11. Removal of existing and temporary piping and structures
  - 12. Other incidental work

PART 2: PRODUCTS

2.01 MATERIALS

- A Materials required for this Section shall be the same quality of materials that are to be restored. Where possible and accepted by the OWNER, the CONTRACTOR may re-use existing materials that are removed.

PART 3: EXECUTION

3.01 CROSSING AND RELOCATING EXISTING UTILITIES

- A This Item includes any extra work required in crossing culverts, water courses, including brooks and drainage ditches, storm drains, gas mains, water mains, electric, telephone, gas and water services and other utilities. This work shall include but is not limited to the following: bracing, hand excavation and backfill and any other work required for crossing the utility or obstruction not included for payment in other items of this specification.
- B In locations where existing utilities cannot be crossed without interfering with the construction of the work as shown on the Drawings, the CONTRACTOR shall remove and relocate the utility as directed by the OWNER or coordinate relocation with Utility Companies of their own utility.
- C At pipe crossings and where designated by the OWNER, the CONTRACTOR shall furnish and place screened gravel bedding so that the existing utility or pipe is firmly supported for its entire exposed length. The bedding shall extend to the mid-diameter of the pipe crossed. Locations for bedding material shall be reviewed and securing adequate materials is the responsibility of the CONTRACTOR.

### 3.02 CLEANING UP DURING CONSTRUCTION

- A Perform frequent cleaning to keep the Work area, field office area, entrances, internal access roads, traffic areas and adjacent properties free of waste materials, rubbish and windblown debris, resulting from construction operations.
- B Provide on-site containers for the collection of waste materials, debris and rubbish.
- C Regularly remove waste materials, debris and rubbish from the site periodically and dispose at an approved facility.

### 3.03 FINAL CLEANING

- A The CONTRACTOR shall remove all construction material, excess excavation, buildings, equipment and other debris remaining on the job as a result of construction operations and shall restore the site of the work to a neat and orderly condition in a reasonable and acceptable time period following construction.
- B Prior to final completion, OWNER shall conduct an inspection of all work areas to verify that the entire work area is clean.

### 3.04 INCIDENTAL WORK

- A Do all incidental work not otherwise specified, but obviously necessary to the proper completion of the Contract as specified and as shown on the Drawings.

3.05 TEMPORARY FACILITIES

- A The CONTRACTOR shall furnish, install, maintain and remove all temporary facilities required for construction or called for in the Contract Documents

END OF SECTION