



**Invitation for Bid No. 2026-005**

**Union County Landfill Expansion**

.....

**ADDENDUM No.1**

**ISSUE DATE: 7/23/2025**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

# **ADDENDUM NO. 1**

ISSUED July 23, 2025

to the **BID DOCUMENTS** for:

## **RFP 2026-005 UNION COUNTY LANDFILL EXPANSION**

Prepared by: Civil and Environmental Consultants, Inc.  
3701 Arco Corporate Drive, Suite 400  
Charlotte, NC 28273  
CEC Project Number: 352-171

The following revisions, additions, and clarifications are hereby made part of the Bid Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt of the addendum in the appropriate space on the Bid Form.

### **REVISIONS/CLARIFICATIONS TO SPECIFICATIONS**

- Ad1-1 Section C-410 Bid Form is **REISSUED** in its entirety. See attachment. Bid Form has been updated in its entirety with correct quantities and line items.
- Ad1-2 Section C-700 Standard Conditions is **REISSUED** in its entirety. See attachment.
- Ad1-3 Section 01 02 05 – Measurement and Payment is **REISSUED** in its entirety. See attachment.
- Ad1-4 **ADD** new document: Contractor Bid Documents Questions/Answers document for the project has been provided. See attachment.
- Ad1-5 **ADD** new document: Pre-Bid Meeting Attendance Sheet has been provided. See attachment.
- Ad1-6 **ADD Figure:** Figure 1 – Project Location has been provided. See attachment.

### **REVISIONS/CLARIFICATIONS TO DRAWINGS**

- Ad1-7 **ADD Drawings:** Drawing C100 has been added. See attachment.
- Ad1-8 **REVISE Drawings:** Drawings C400 and C401 have been updated and revised. Revisions are noted by revision clouds with Delta 1. An entire Drawing set for Addendum No. 1 for the project has been provided. See attachment.

**END OF ADDENDUM**



**Non-Mandatory Pre-Bid Conference & Site Visit**  
**IFB 2026-005 Union County Landfill Expansion**  
**Union County Landfill, 2125 Austin Chaney Rd., Wingate, NC 28174**  
**July 10, 2025 10:00 AM**

Name	Company Name	Email Address	Phone Number
David Griffin	DA Griffin Construction	David@DAGriffinConstruction.com	704 320 7515
Bruce Thomas	"	"	"
Fred Herrmann	Shameck Construction	Fherrmann@shameckconstruction.com	704-202-0048
Alvin Cagle	Triangle Grading & Paving	sbass@tgandp.com	336-584-1745
Anna Gantt	MORGAN CORP	AGantt@morgan-corp.com	7045417206
Will Drinnen	Morgan Corp	wdrinnen@morganCorp.com	540-246-3028
Greg D. Miller	Anson Contractors Inc	greg@ansoncontractorsinc.com	704 694 6450
JASON PRICE	ACI	jason@ansoncontractorsinc.com	704 783 7224
Caleb Gallagher	GML Contractor Services	caleb@gml-svcs.com	980-290-1029



## Contractor Bid Questions

ISSUED July 23, 2025

to the BID DOCUMENTS for:

### **RFP 2026-005 UNION COUNTY LANDFILL EXPANSION**

Prepared by: Civil and Environmental Consultants, Inc.  
3701 Arco Corporate Drive, Suite 400  
Charlotte, NC 28273  
CEC Project Number: 352-171

The following clarifications are hereby made part of the Bid Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt of these responses in the appropriate space on the Bid Form.

#### **Question #1 – Would it be possible to provide a CAD file?**

Response: *Yes, a CAD file is included in a separate attachment to this addendum.*

#### **Question #2 – Is there an estimated budget or cost range available for this project?**

Response: *No estimated budget or cost range is prepared/available for this project.*

#### **Question #3 – Is there an anticipated start and completion date for when this work should begin and end?**

Response: *Start date is estimated to be 45-60 days from the bid due date, and contractors shall provide a construction schedule with bids to assist with bid selection. In the bid form it is stated that the maximum amount for the contract times is 120 days.*

#### **Question #4 – Bid documents indicate a MWBE good faith participation goal of 10% (Section C-200 Article 22). I do not see referenced documentation (Affidavit) forms for this in the bid documents. Please clarify.**

Response: *Affidavits are not required for this project.*

**Question #5 – Base Bid/Unit Price Schedule does not provide a payment option for Topsoil, Seeding and Mulching. Please clarify where reimbursement for this is to be included.**

*Response: Item F10 – Seeding and Mulching has been added to the Bid Form. See Addendum Item 1-# for revised Bid Form. Bid Item F10 has been added to Specification 01 0 205 – Measurement and Payment. See Addendum Item 1-3 for revised Specification 01 02 05 – Measurement and Payment.*

**Question #7 – Will County consider allowing Contractor to work six days/week?**

*Response: Modified construction schedules will be considered by the Owner.*

**Question #8 – Can you revise the bid form to show cut to fill 13,000 cy and cut to stockpile the remaining balance?**

*Response: See Addendum Item 1-1 for revised Bid Form and Addendum Item 1-3 for revised Specification 01 02 05 – Measurement and Payment.*

**Question #9 – Can propanics be used in place of topsoil?**

*Response: A shop drawing of the requested change can be made to the Engineer, and if approved, can be used in the project to replace topsoil.*

**Question #10 – Where is the 24” RCP shown on the bid form located?**

*Response: The 24” RCP is the barrel associated with the sediment basin riser structure. This item has been removed from the Bid Form. See Addendum Item 1-1 for revised Bid Form.*

**Question #11 – The riprap shown on the plans in the swale area is to be priced in which bid item?**

*Response: Item F9 - Riprap has been added to the Bid Form. See Addendum Item 1-1 for revised Bid Form.*

**Question #12 – Can a clearing and grubbing with quantity be added?**

*Response: Clearing and Grubbing is quantified by line item B3 on the Bid Form.*

**Question #13 – Sheet C-100 Existing Conditions is missing.**

*Response: Sheet C-100 has been added, see Addendum Item 1-8.*

**Question #14 – Will you share your CAD file for estimation purposes?**

*Response: A CAD file is provided as part of this Addendum No. 1. As stated in the specifications, contractors shall inform the engineer/Owner of any discrepancies noted as soon as possible.*

**Question #15 – Can we burn vegetative clearing debris on site or in the alternative, can disposal fees be waived?**

*Response: Disposal fees cannot be waived. Burning the debris may be an option (as a bid alternate) if the contractor is able to secure the appropriate permitting and burn in a manner that is safe and with consideration to any potential adverse impact to facility neighbors. Burn permitting is the responsibility of the contractor.*

**Question #16 – Does the contractor have the right to marketable timber?**

*Response: Contractor is responsible for removing the material from the site in a safe and responsible manner. As long as the marketable material removal process does not adversely affect the job completion schedule, the county has no interest in restricting the contractor's right to market.*

**Question #17 – Will you designate a temporary stockpile location (for topsoil strippings)?**

*Response: The Owner will designate and coordinate a temporary stockpile location for topsoil and surplus soil material from excavation adjacent to the project area.*

**Question #19 – Details indicate Sheets C501 & C502. Include detail sheets reference these pages. Will C501 and C502 be provided?**

*Response: Detail callouts have been updated to reflect sheets C400 and C401. Sheets C501 and C502 are not part of this bid set. See Addendum Item 1-9 for revised Drawings.*

**Question #21 – Do you anticipate encountering any municipal waste in the footprint of this job?**

*Response: Municipal solid waste is not anticipated to be encountered within the footprint of this project.*

**Question #22 – Do you anticipate encountering any previously buried construction debris in the footprint of this job?**

*Response: Previously buried construction debris is not anticipated to be encountered within the footprint of this project.*

**Question #23 – Is there any keyway to be constructed in this scope of work?**

*Response: No keyway is designed or specified for this project.*

**Question #24 – Bell Holes 31 04 00 – 8... Please explain what this is.**

*Response: Section 3.4 of Specification 31 04 00 relates to trench excavation for piping. Bell holes are dug to accommodate the "bell" or "coupling" end of a pipe, allowing for a secure connection with the next pipe section. This is an as-needed section.*

**Question #25 – Do you anticipate earthwork to balance or will there be excess import or export?**

*Response: Excess excavation is expected. The Bid Form has been updated to reflect the total excavation that will be placed as fill and the total excavation that will be stockpiled. See Addendum Item 1-1 for the revised Bid Form.*

**Question #26 – Need additional dimensions of emergency spillway. Detail is incomplete.**

*Response: The emergency spillway detail on Sheet C-401 has been updated to show additional dimensions. See Addendum Item 1-9 for revised Drawings.*

**Question #27 – Please provide an overhead picture of the site with boundaries overlaid as discussed in the prebid meeting.**

*Response: Figure 1 – Project Location has been added, see Addendum Item 1-7.*

**Question #28 – The EJCDC C-700 Standard Conditions. On page 66 of 67, Item 17.11 Minority participation states that the guidelines for participation are included with contract documents. Can you advise on the location of these documents. Also, Page 67 was not included in the download we received. Will this be provided?**

*Response: Page numbers have been updated to reflect a total of 66 pages in EJCDC C-700 Standard Conditions. See Addendum Item 1-2 for revised Specification Section C-700 Standard Conditions.*

**Question #29 – EJCDC C-410 Bid Form. Item G1 has no description or quantity. Will the 5% contingency be applied to the total of Items A through F? Will Item G1 be removed from Bid Form?**

*Response: Item G1 has been removed. See Addendum Item 1-1 for revised Bid Form. The 5% contingency will be applied to the total of Items A through F.*

**Question #30 – Plan Sheet C-401: What are the dimensions of the anti-flotation device? Also what material is required for the three foot diameter riser structure?**

*Response: Sheet C-401 has been updated with dimensions of the anti-flotation device and riser material. See Addendum Item 1-9 for revised Drawings.*

**Question #31 – There is no bid item for permanent Seeding & Mulching. Will there be an item added to the Erosion Control for final seeding?**

*Response: Item F10 – Seeding and Mulching has been added to the Bid Form. See Addendum Item 1-1 for revised Bid Form.*

**Question #32 – plan Sheet C-400: Detail 7 Culvert Schedule calls for 36” diameter pipe and two barrels. The cross section shows one barrel of 18” diameter pipe. Which one is correct?**

*Response: The culvert will be one 36” diameter barrel. The detail on Sheet C400 has been updated. See Addendum Item 1-9 for revised Drawings.*

**Question #33 – Per specification Section 01025 – Measurement and Payment: Bid Item A3 defines surveying ONLY. There is no definition for Testing. What is the magnitude and parameters for the testing that will be required at the Contractor’s expense? Note: Per**

**EJCDC C-700, Article 13 and Page 51 of 67 states: Owner shall employ and pay for the services of an independent testing laboratory to perform all tests, inspections...**

*Response: The Contractor is not responsible for testing. The Bid Form has been revised for clarification. See Addendum Item 1-1 for revised Bid Form.*

**Question #34 – Per specifications Section 01025 – Measurement and Payment: Bid Items F1 through F8 will be paid lump sum. Can you define these items individually per the bid item sheet and advise how they will be paid?**

*Response: Items F1-F10 have been expanded to include more descriptions of how each item is to be measured and paid.*

**C-410**

**Bid Form**

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 – Bid Recipient .....	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations.....	1
ARTICLE 4 – Bidder’s Certification.....	2
ARTICLE 5 – Basis of Bid .....	3
ARTICLE 6 – Time of Completion.....	3
ARTICLE 7 – Attachments to this Bid.....	4
ARTICLE 8 – Defined Terms.....	4
ARTICLE 9 – Bid Submittal.....	5

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**UNION COUNTY  
500 N. Main Street, Suite 709  
Monroe, NC 28112**

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “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;
  - 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.

**ARTICLE 5 – BASIS OF BID**

Base Bid/Unit Price Schedule					
No.	Item	Units	Estimated Quantity	Bid Unit Price	Bid Total
<b>A Site Preparation</b>					
A1	Mobilization/Demobilization (6%)	LS	1		
A2	Bonds & Insurance (3%)	LS	1		
A3	Surveying	LS	1		
<b>B Demolition</b>					
B3	Clearing and Grubbing	AC	9		
<b>C Site Improvements</b>					
C1	Cut to Stockpile	CY	34,100		
C2	Cut to Fill	CY	13,000		
<b>D Perimeter Road</b>					
D1	8" Gravel Pavement	TONS	1,350		
<b>E Storm Water Infrastructure</b>					
E1	36" ø RCP Storm Drain	LF	100		
E2	Flared End Section	EA	2		
E3	Rip-Rap Outlet Dissipator	EA	2		
<b>F Erosion Control</b>					
F1	Construction Entrance	EA	1		
F2	Silt Fence	LF	2,060		
F3	Concrete Washout	EA	1		
F4	Sediment Basin Construction including skimmer/baffles/Riser Outlet Structure	LS	1		
F5	Erosion Control Matting	SY	12,730		
F6	Silt Fence Outlets	EA	15		
F7	Rock Check Dams	EA	15		
F8	Drainage Ditches	LF	1,780		
F9	Riprap	TONS	210		
F10	Seeding & Mulching	AC	2		
	Contingency (5%)	LS	1		
			<b>BASE BID TOTAL</b>		
Note:					
1. Based on Union County Landfill Expansion Drawings Dated 6/24/2025.					

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): 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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Lump Sum and Unit Price Bids = Total Bid Price**     \$ \_\_\_\_\_

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.

1.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 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. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.:  [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data.

## **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_  
By:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**This document has been modified by Owner. Changes are shown in bold text with additions underlined and deletions struck through. The Table of Contents has been updated to reflect modifications.**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

**P/E** National Society of  
Professional Engineers  
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – Definitions and Terminology .....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed .....	6
2.04 Starting the Work.....	6
2.05 Before Starting Construction .....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.07 Initial Acceptance of Schedules .....	7
Article 3 – Contract Documents: Intent, Amending, Reuse .....	8
3.01 Intent.....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	8
3.04 Amending and Supplementing Contract Documents .....	9
3.05 Reuse of Documents .....	9
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points .....	10
4.01 Availability of Lands .....	10
4.02 Subsurface and Physical Conditions .....	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities .....	13
4.05 Reference Points .....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance .....	16
5.01 Performance, Payment, and Other Bonds .....	16
5.02 Licensed Sureties and Insurers .....	16
5.03 Certificates of Insurance .....	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance .....	20
5.06 Property Insurance .....	20
5.07 Waiver of Rights .....	22
5.08 Receipt and Application of Insurance Proceeds .....	22
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	23

5.10	Partial Utilization, Acknowledgment of Property Insurer .....	23
Article 6 – Contractor’s Responsibilities .....		
6.01	Supervision and Superintendence .....	23
6.02	Labor; Working Hours.....	24
6.03	Services, Materials, and Equipment .....	24
6.04	Progress Schedule .....	24
6.05	Substitutes and “Or-Equals” .....	25
6.06	Concerning Subcontractors, Suppliers, and Others .....	27
6.07	Patent Fees and Royalties .....	28
6.08	Permits.....	29
6.09	Laws and Regulations.....	29
6.10	Taxes .....	29
6.11	Use of Site and Other Areas .....	31
6.12	Record Documents.....	31
6.13	Safety and Protection .....	32
6.14	Safety Representative .....	33
6.15	Hazard Communication Programs .....	33
6.16	Emergencies .....	33
6.17	Shop Drawings and Samples .....	33
6.18	Continuing the Work .....	35
6.19	Contractor’s General Warranty and Guarantee.....	35
6.20	Indemnification .....	36
6.21	Delegation of Professional Design Services .....	37
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site .....	37
7.02	Coordination.....	38
7.03	Legal Relationships.....	38
7.04	<b><u>Damage to Work of Another Contractor</u></b> .....	39
Article 8 – Owner’s Responsibilities .....		
8.01	Communications to Contractor.....	39
8.02	Replacement of Engineer.....	39
8.03	<del>Furnish Data</del> .....	39
8.04	<del>Pay When Due</del> .....	39
8.05	<del>Lands and Easements; Reports and Tests</del> .....	39
8.06	<del>Insurance</del> .....	39
8.07	<del>Change Orders</del> .....	39
8.08	<del>Inspections, Tests, and Approvals</del> .....	39
8.03	Limitations on Owner’s Responsibilities .....	40
8.04	<del>Undisclosed Hazardous Environmental Condition</del> .....	40
8.04	Evidence of Financial Arrangements .....	40
8.05	Compliance with Safety Program.....	40
Article 9 – Engineer’s Status During Construction .....		
9.01	Owner’s Representative.....	40
9.02	Visits to Site .....	40

9.03	Project Representative .....	41
9.04	Authorized Variations in Work .....	41
9.05	Rejecting Defective Work .....	41
<del>9.06</del>	<del>Shop Drawings, Change Orders and Payments .....</del>	<del>41</del>
9.06	Determinations for Unit Price Work .....	42
9.07	Decisions on Requirements of Contract Documents and Acceptability of Work .....	42
9.08	Limitations on Engineer's Authority and Responsibilities.....	42
9.09	Compliance with Safety Program.....	43
Article 10 – Changes in the Work; Claims .....		43
10.01	Authorized Changes in the Work .....	43
10.02	Unauthorized Changes in the Work .....	43
10.03	Execution of Change Orders.....	43
10.04	Notification to Surety.....	44
10.05	Claims.....	44
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		45
11.01	Cost of the Work .....	45
11.02	Allowances.....	47
11.03	Unit Price Work .....	48
Article 12 – Change of Contract Price; Change of Contract Times.....		49
12.01	Change of Contract Price.....	49
12.02	Change of Contract Times .....	50
12.03	Delays.....	50
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		51
13.01	Notice of Defects .....	51
13.02	Access to Work .....	51
13.03	Tests and Inspections .....	51
13.04	Uncovering Work.....	52
13.05	Owner May Stop the Work.....	52
13.06	Correction or Removal of Defective Work.....	52
13.07	Correction Period.....	53
13.08	Acceptance of Defective Work .....	54
13.09	Owner May Correct Defective Work .....	54
Article 14 – Payments to Contractor and Completion.....		55
14.01	Schedule of Values .....	55
14.02	Progress Payments .....	55
14.03	Contractor's Warranty of Title .....	57
14.04	Substantial Completion.....	58
14.05	Partial Utilization .....	58
14.06	Final Inspection.....	59
14.07	Final Payment .....	59
14.08	Final Completion Delayed.....	60
14.09	Waiver of Claims .....	60

Article 15 – Suspension of Work and Termination .....	61
15.01 Owner May Suspend Work .....	61
15.02 Owner May Terminate for Cause .....	61
15.03 Owner May Terminate For Convenience.....	62
15.04 Contractor May Stop Work or Terminate .....	63
Article 16 – Dispute Resolution .....	63
16.01 Methods and Procedures.....	63
Article 17 – Miscellaneous.....	64
17.01 Giving Notice.....	64
17.02 Computation of Times .....	64
17.03 Cumulative Remedies.....	64
17.04 Survival of Obligations.....	64
17.05 Controlling Law .....	64
17.06 Headings.....	65
17.07 <b><u>E-Verify</u></b> .....	65
17.08 <b><u>Iran Divestment Act</u></b> .....	65
17.09 <b><u>Confidentiality</u></b> .....	65
17.10 <b><u>Severability</u></b> .....	66
17.11 <b><u>Minority Participation</u></b> .....	66

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer **and Owner** which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders **(including any bid schedule)**, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written ~~agreement~~ **Agreement** between the Owner and Contractor concerning the Work. The Contract supersedes prior **and contemporaneous** negotiations, representations, or agreements, whether written or oral. **The Contract may not be modified or altered except by a writing signed by both the Owner and Contractor.**

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—~~Sections of~~ Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals **and Shop Drawings** and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 **or occupied** for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or **a specified** part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work

Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. 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 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ **five** printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

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

- A. The Contract Times will commence to run ~~on the thirtieth day after the Effective Date of the Agreement 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 Agreement. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

### 2.04 *Starting the Work*

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

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
  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.

## 2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner, **Engineer**, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the ~~schedules~~ **Progress Schedule** submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the ~~schedules.~~ **Progress Schedule.** No progress payment shall be made to Contractor until **an** acceptable ~~schedules are~~ **Project Schedule is** submitted to Engineer.
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 if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 3.01 *Intent*

- A. The Contract Documents are **complementary; fully-integrated;** what is required by **one each document which is part of the Contract Documents** is as binding as if required **by or set forth in all of the Contract Documents.**
- B. It is the intent of the Contract Documents to describe a functionally complete **project Project** (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written

interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
  2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

#### 4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
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. **Site Visit: Contractor represents that is has visited the Site and has become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.**

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
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 within twenty-four (24) hours** 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer **will promptly shall within seven (7) calendar days** review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
  - 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 Paragraphs ~~9.07~~ **9.06** and 11.03.; **and**
  - c. **Contractor shall not be entitled to, and Owner shall not be liable for, any remobilization fees or equipment charges as a result of any work stoppage pursuant to Paragraph 4.03.**
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their

officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information, ~~and~~ data, and locations shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly within twenty-four (24) hours 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer ~~will promptly~~ shall within forty-eight (48) hours review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such ~~consequences.~~ change. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy

in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *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.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
  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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall

immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall **promptly within seven (7) calendar days** 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~~ **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 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- ~~G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify

any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

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

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

**The Contractor shall provide surety bonds wherein surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina statutes of limitation.**

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required **and have a financial standing rating from A.M. Best Company equal to or better than A-VII.** Such surety and insurance companies shall also meet

such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

- b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims 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.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in ~~the Supplementary Conditions~~ **Paragraph 5.04(C)** or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- C. The Policies of insurance required by Paragraph 5.04 shall include the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater.**

**Worker's Compensation and Employer's Liability Insurance.** This insurance shall protect Contractor against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement.

**The liability limits shall be not less than:**

<b><u>Workers' compensation</u></b>	<b><u>Statutory</u></b>
<b><u>Employers' liability</u></b>	<b><u>\$1,000,000 each occurrence</u></b>

---

**Business Automobile Liability Insurance.** This insurance shall be occurrence type, written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage, and shall protect Contractor, Owner, and Engineer as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site whether they are owned, nonowned, or hired.

**The liability limits shall be not less than:**

<b><u>Bodily injury and property damage</u></b>	<b><u>\$1,000,000 combined single limit for each occurrence</u></b>
---	---

---

**Commercial General Liability Insurance.** This insurance shall be written on ISO "occurrence" form CG 00 01 or its equivalent, and shall protect Contractor, Owner, and Engineer as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The Owner shall be included as an additional insured by ISO endorsements CG 20 10 or CG 20 33 and CG 20 37 or their equivalents; and the Engineer as additional insured by ISO endorsement CG 20 07 or CG 20 32 or its equivalent. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

**The liability limits shall be not less than:**

**Bodily injury and property damage**

**\$1,000,000 combined single limit for each occurrence**

**\$1,000,000 general aggregate**

---

**Umbrella Liability Insurance. This insurance shall protect Contractor, Owner, and Engineer as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, business automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.**

**The liability limits shall be not less than:**

**Bodily injury and property damage**

**\$4,000,000 combined single limit for each occurrence**

**\$4,000,000 general aggregate**

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, ~~Owner~~ **Contractor** shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at **a minimum cover the perils under the ISO special causes of loss policy form (CP 10 30)** and **least** include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

**CONTRACTOR shall purchase and maintain boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by Owner. In lieu of this separate policy, the contractor may have the boiler and machinery exclusion removed from the builder's risk policy.**

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- ~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- E. If ~~Contractor~~ Owner requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, ~~Owner~~ Contractor shall, if possible, include such insurance, and the cost thereof will be charged to ~~Contractor~~ Owner by appropriate Change Order. Prior to commencement of the Work at the Site, ~~Owner~~ Contractor shall in writing advise ~~Contractor~~ Owner whether or not such other insurance has been procured by ~~Owner-Contractor~~.

## 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:
1. loss 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 perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

## 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner ~~as fiduciary~~ for the loss payees, as their interests may appear, subject to the requirements of ~~any applicable mortgage clause and of~~ Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the

damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner ~~as fiduciary~~ shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner ~~as fiduciary~~ shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner ~~as fiduciary~~ shall adjust and settle the loss with the insurers ~~and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

#### 6.01 *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 shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. ~~Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.~~

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

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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.
- C. All materials and equipment shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

## 6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it 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; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
  2. *Substitute Items:*
    - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
    - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will **prejudice** **delay** Contractor's achievement of Substantial Completion on time,
    - b) 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
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole

judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *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 a particular 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 shall be disclosed by Owner 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.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, ~~Contractor~~ **Owner** shall obtain and pay for all construction permits and licenses. ~~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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.~~ Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *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.

- B. Pursuant to N.C.G.S. § 105-164.14, Owner is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Owner such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:
1. To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Owner must secure from a contractor certified statements setting forth the specific required information. A “certified statement” is a statement signed by a contractor’s owner, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:
    - a. The date the property was purchased;
    - b. The type of property purchased;
    - c. The cost of property purchased and the amount of sales and use taxed paid thereon;
    - d. The vendor from whom the property was purchased;
    - e. The project for which the property was purchased;
    - f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
    - g. The invoice number of the purchase.
  2. In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor’s warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor’s statements must be shown separately from the State sales or use taxes. Contractor’s statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor’s certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Owner.

3. **Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Owner. Owner is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.**

#### 6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by ~~arbitration or other~~ dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written

interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 ~~(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).~~

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and ~~submit~~, **resubmit**, 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. **All resubmittals by Contractor to Engineer shall be within fourteen (14) calendar days after receipt by Contractor unless additional time is approved in writing by Engineer.**
- F. **Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing submittals subsequent to the third submittal and Contractor shall reimburse Owner for Engineer's charges for such time.**
- G. **In the event Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time.**

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, ~~provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.~~
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### ARTICLE 7 – OTHER WORK AT THE SITE

#### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  1. written notice thereof will be given to Contractor prior to starting any such other work; ~~and~~
  2. ~~if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.~~

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work ~~with theirs.~~ **in accordance with Section 7.02.** 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

7.04 *Damage to Work of Another Contractor*

- A. *Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Owner or Engineer, Contractor shall promptly attempt to settle with such contractor by agreement, or otherwise resolve the dispute by mediation or at law.*

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer ~~to whom Contractor makes no reasonable objection~~, whose status under the Contract Documents shall be that of the former Engineer.

~~8.03 *Furnish Data*~~

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

~~8.04 *Pay When Due*~~

- ~~A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.~~

~~8.05 *Lands and Easements; Reports and Tests*~~

- ~~A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.~~

~~8.06 *Insurance*~~

- ~~A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

~~8.07 *Change Orders*~~

- ~~A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.~~

~~8.08 *Inspections, Tests, and Approvals*~~

- ~~A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.~~

8.03 *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.

~~8.04 *Undisclosed Hazardous Environmental Condition*~~

- ~~A. **Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.**~~

8.04 *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 Documents.

8.05 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph ~~9.09~~, **9.08**. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

~~9.06 *Shop Drawings, Change Orders and Payments*~~

- ~~A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.~~
- ~~B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.~~
- ~~C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.~~
- ~~D. In connection with Engineer's authority as to Applications for Payment, see Article 14.~~

9.06 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

9.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within **30 seven (7) calendar** days of the event giving rise to the question.
- B. Engineer will, ~~with reasonable promptness,~~ **within seven (7) days,** render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

#### 10.01 *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, unilaterally order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive, including, but not limited to, variations in quantities between estimated and actual quantities. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *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.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract ~~promptly (but in no event later than 30 days)~~ **within seven (7) calendar days** after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ **thirty (30)** days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written **statement certification** that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within ~~30~~ **twenty (20)** days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  1. deny the Claim in whole or in part;
  2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in **strict** accordance with this Paragraph 10.05 **and failure to submit such Claim in strict accordance with this Paragraph 10.05 shall be deemed a WAIVER of such Claim.**

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, ~~bonuses~~, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. **If prior written approval by Owner is obtained, costs** ~~Costs~~ of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. **If prior written approval by Owner is obtained, the** ~~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, and hand tools not owned by the workers, 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.
  - c. Rentals of all construction equipment and machinery, and the parts thereof ~~whether rented from Contractor or others~~ in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. 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.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 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:*

1. Contractor agrees that:
  - a. 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
  - b. 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 on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05. **No change in the Contract Price will be approved for defective pricing upon Bid submission and award, or errors in bidding.**
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *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, 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 shall 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.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within ~~a reasonable time~~ **fourteen (14) calendar days** after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after ~~seven~~ **fourteen (14) calendar** days written notice to Contractor, correct, or remedy any such deficiency. **If additional time is required due to unforeseen circumstances, a written notice is required detailing the circumstances and delay within seven (7) days of written notice from Engineer.**
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications:*

1. Engineer will, within ~~10~~ **fourteen (14) calendar** days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. ~~Ten~~ **Thirty (30)** days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens (**whether or not permissible**) 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;
  - c. there are other items entitling Owner to a set-off against the amount recommended **including but not limited to liquidated damages**; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 **tentative preliminary** certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a **definitive final** certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

#### 14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

#### 14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. *Engineer's Review of Application and Acceptance:*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### **15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### **15.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. 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
  3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
  - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.
- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

- A. **In accordance with N.C.G.S. § 143-128(f1), Owner and Contractor agree to use the dispute resolution process adopted by the North Carolina State Building Commission pursuant to G.S. 143-135.26(11). This dispute resolution process will be available to all parties involved in the Project including Owner, Architect, Contractor, and the first-tier and lower-tier Subcontractors, and it shall be available for any issues arising out of the Contract or construction process, provided that the amount in controversy is \$15,000 or more. Contractor shall make this process available to its Subcontractors by inclusion of this provision in the Subcontractor agreements. Costs of the process will be divided between the parties to the dispute with at least one-third of the cost to be paid by Owner, if Owner is a party to the dispute. Participation in mediation concerning a dispute shall be a precondition to initiating litigation concerning the dispute.** Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. ~~The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement.~~ The request for mediation shall be submitted in writing to the ~~American Arbitration Association and the~~ other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
1. agrees with the other party to submit the Claim to another dispute resolution process; or
2. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

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

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

### 17.03 *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 Documents. 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.

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

17.06 *Headings*

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

17.07 *E-Verify*

A. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any Subcontractor performing work under this Contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

17.08 *Iran Divestment Act*

A. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, Owner must require most entities with which it contracts, which would include Contractor under this Contract, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Contractor certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any Subcontractor performing work under this Contract which is listed on the Final Divestment List.

17.09 *Confidentiality*

A. Contractor warrants and represents that Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project (including, without limitation, information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities), except (i) with prior written consent of Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of Contractor, or (iv) as may be required to perform the Work by any applicable law, including any set of Drawings, Specifications, and other documents which Contractor is permitted to retain. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. Contractor shall not disclose to others that specific information was received from Owner even though it falls within the scope of one or more of those exceptions. Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any such of Owner's information, prior to any disclosure thereof, Contractor shall notify Owner and shall give Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

17.10 Severability

**A. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal, or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal, or unenforceable provisions.**

17.11 Minority Participation

**A. Because the Project entails the construction, alteration, erection, or repair of a building, Contractor shall comply with the requirements of the Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts and with the representations made in the various affidavits provided pursuant to these Guidelines, such documents having been incorporated into the Contract by reference.**

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The items listed below beginning with Article 1.5, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, and all other requirements of the General Conditions, Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and extra work unit price pay items listed herein.
- B. Each lump sum and unit price bid 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.

1.2 ENGINEER'S ESTIMATE OF QUANTITIES

- A. ENGINEER'S estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary. Except as provided in Article 1.3, below, CONTRACTOR nor OWNER will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by OWNER.

1.3 ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES

- A. For bid items paid for on a unit price basis, increases or decreases in the quantity of an item of Work will be determined by comparing the total payable quantity of Work with ENGINEER'S estimated quantity as shown in the Bid Form.
- B. Notwithstanding any other provision of the Contract Documents, if the total payable quantity of any unit price item of Work, which has an as-bid computed total value of five percent or more of the sum of the as-bid computed total values of all items bid,

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

varies from ENGINEER's estimate of quantity therefore by more than 25 percent above or below the estimated quantity, the unit price of that item will be a subject of review by ENGINEER. If warranted, an equitable adjustment will be made by means of a Change Order to credit OWNER with any reduction in cost or to compensate CONTRACTOR for any increase in cost resulting from the change in quantity. Said equitable adjustment will be based on any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the ENGINEER's estimated quantity.

- C. ENGINEER's review for possible adjustment will be made at a time ENGINEER deems reasonable and proper.
- D. Payment for any unit price item of Work, which has an as-bid computed total value of less than five percent of the sum of the as-bid computed total values of all items bid, will be made at the unit price bid regardless of an increase or decrease in quantity.

1.4 RELATED PROVISIONS

- A. Payments to CONTRACTOR: Refer to General Conditions and Contract.
- B. Changes in Contract Price: General Conditions.
- C. Schedule of Values: Section 01026.

1.5 GENERAL WORK ITEMS

**A. Site Preparation Section:**

Bid Item No. A1 – Mobilization & Demobilization

a. Measurement

The Work required for this Item will be measured on the basis of satisfactory evidence of mobilization of sufficient labor, equipment, and material to adequately advance the Work.

b. Payment

The Lump Sum Price for this Item shall be paid in two installments (75% upon full mobilization and 25% upon completion of the work and demobilization of all equipment and materials) for all labor, equipment, material, and other incidentals for mobilization/demobilization of equipment, facilities, personnel, and materials to/from the Site, as well as CONTRACTOR provided utilities and ongoing related expenses considered normal for administration of the work.

c. Definition

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

“Mobilization” shall include all costs for Contractor’s temporary facilities, safety measures, general requirements for the contract, and all other miscellaneous costs.

Bid Item No. A2 – Bonds & Insurance

a. Measurement

The Work required for this bid item will not be measured for payment.

b. Payment

The lump sum price for Item A2 shall be full compensation for providing the required Payment Bond, Performance Bond, and insurance in accordance with the requirements of the General Conditions. Payment will be made per the percentage of the work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. A3 – Surveying

a. Measurement

The Work required for Item A3 will be measured on the basis of satisfactory evidence of surveying to adequately perform the Work in accordance with the Construction Drawings and Contract Documents

b. Payment

The Lump Sum Price for “Surveying” shall be paid in equal monthly increments throughout the duration of the project for all labor, equipment, material, and other incidentals necessary to perform construction stakeout survey, intermediate surveying as required by CONTRACTORS personnel to further construction and an as-built survey of stormwater management system and retention pond.

**B. Demolition Section:**

Bid Item No. B1 – Site Clearing & Grubbing

a. Measurement

The quantity of clearing and grubbing paid under Item B1 shall be the actual number of acres cleared and grubbed as measured by computing the aerial limits of clearing and grubbing.

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

b. Payment

Payment will be made at the Unit Price per acres listed in the Bid Form for this Item. Payment will be made per the percentage of the work that has been completed and accepted by the OWNER within the invoice cycle. No payment shall be made for clearing and grubbing beyond the defined limits of construction shown on the Drawings. Payment shall include materials, equipment, labor, and disposal of all clearing and grubbing debris necessary for clearing of trees and shrubs within the limits of construction shown on the Construction Drawings.

**C. Site Improvements:**

Bid Item No. C1 – Cut to Stockpile

a. Measurement

Measurement for payment will be the actual number of cubic yards of excavated material removed as measured by comparing topographic surveys performed before and after excavation.

b. Payment

The Unit Price bid per cubic yard for excavation grading activities will be paid for accordance with the Contract Documents, including but not limited to labor, equipment, excavation, and hauling to either fill placement area or adjacent soil stockpile area. The unit price per cubic yard for Item No. C1 will be full compensation for measuring, excavating, and temporary stockpiling as needed and all other work required or incidental to the satisfactory completion of excavation activities. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle. See Drawings for delineation of site work and final grade elevations.

Bid Item No. C2 – Cut to Fill

a. Measurement

The quantity of fill and backfill that will be paid for under Item No. C2 will be the actual number of in-place cubic yards of fill material placed as measured by comparing topographic surveys performed before and after placement of the fill and backfill materials.

b. Payment

The unit price per cubic yard for Item No. C2 will be full compensation for measuring, hauling, placing, grading, compaction, testing, and topographic surveys required to establish the elevations shown on the Drawings. CQA

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

Engineer must approve all work to be completed under this item prior to execution by the Contractor. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

**D. Perimeter Road Construction:**

Bid Item No. D1 –8” Gravel Pavement Structure

a. Measurement

The quantity of Gravel pavement structure shall be paid by the square yard of material installed and included in the accepted work. The materials included in this pay item shall be the gravel course as shown on the proposed gravel cross-section. Thickness and width of materials shall be installed as shown on Sheet C802.

b. Payment

The unit price bid shall include all cost for providing the necessary labor, materials, hauling, placing and compacting. Pavement structure shall be paid for at the unit price bid for the total number of tons completed at the specified thickness.

**E. Storm Water Infrastructure:**

Bid Item No. E1 –36” Stormwater RCP Piping

a. Measurement

Class III storm pipe will be measured from the exact beginning of the pipe to the end of the pipe for the size and class pipe specified.

b. Payment

Storm pipe will be paid for at the contract unit price per linear foot for pipe of the wall thickness, class, and pipe size specified, complete in place. This price shall include pipe, trench excavation, stone bedding if specified, shoring or use of trench box, installation, pumping, joint compound, backfilling, compaction, and disposal of excess material.

Bid Item No. E2 – Flared End Section

a. Measurement

Measurement for payment will be the actual number of flared sections installed.

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

b. Payment

The unit price bid shall include all cost for providing the necessary labor, and materials for the installation of flared end section to storm drainage system outfall. Flared end section shall be paid for at the unit price bid for the actual number of flared end sections installed per drawings.

Bid Item No. E3 – Riprap Outlet Dissipator

c. Measurement

Measurement for payment will be the actual number of riprap outlet dissipators installed at storm drain or ditch outfalls at locations shown on the drawings.

d. Payment

Payment under this item includes, but is not limited to, labor, materials, tools, equipment, delivery of Rip Rap materials, storage, placement, and protection of the installed Work. Rip rap outlet dissipators shall be paid for at the unit price bid per for the actual number of rip rap outlet dissipators installed and accepted by the engineer.

**F. Erosion Control:**

F1	Construction Entrance
F2	Silt Fence
F3	Concrete Washout
F4	Sediment Basin Construction including skimmer/baffles/Riser Outlet Structure
F5	Erosion Control Matting
F6	Silt Fence Outlets
F7	Rock Check Dams
F8	Drainage Ditches
F9	Riprap
F10	Seeding & Mulching

Bid Item No. F1 – Construction Entrance

a. Measurement

This item of work shall consist of installation and maintenance of construction entrance. Maintenance of erosion control measures as well as removal and restoration of surfaces shall also be included in the lump sum price.

b. Payment

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

Payment shall be made on a lump sum basis for all work. Partial payment will be made based upon an agreed upon percentage completed during any given month during the construction period.

Bid Item No. F2 – Silt Fence

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of silt fence as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price.

b. Payment

Payment shall be made on a linear foot basis, as-installed, for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. F3 – Concrete Washout

a. Measurement

The Work required for this bid item will not be measured for payment.

b. Payment

Payment shall be made on a lump sum basis for all work. Partial payment will be made based upon an agreed upon percentage completed during any given month during the construction period.

Bid Item No. F4 – Sediment Basin Construction including skimmer/baffles/Riser Outlet Structure

a. Measurement

This item of work shall consist of installation and maintenance of all erosion control measures required for construction as shown on the plans including sediment basins with skimmers, riser and barrel systems, etc. Maintenance of erosion control measures as well as removal and restoration of surfaces shall also be included in the lump sum price.

b. Payment

Payment shall be made on a lump sum basis for all work. Partial payment will be made based upon an agreed upon percentage completed during any given month during the construction period.

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

Bid Item No. F5 – Erosion Control Matting

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of erosion control matting as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price.

b. Payment

Payment shall be made on a square yard basis, as-installed, for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. F6 – Silt Fence Outlets

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of silt fence outlets as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price. The Work required for this bid item will not be measured for payment.

b. Payment

Payment shall be made on an as-installed basis for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. F7 – Rock Check Dams

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of rock check dams as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price. The Work required for this bid item will not be measured for payment.

b. Payment

Payment shall be made on an as-installed basis for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

Bid Item No. F8 – Drainage Ditches

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of drainage ditches as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price.

b. Payment

Payment shall be made on a linear foot basis, as-installed, for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. F9 – Riprap

a. Measurement

The unit price bid shall include all cost for providing the necessary labor and materials for the installation of riprap as shown on the plans. Maintenance of erosion control measures as well as removal and restoration shall also be included in the price.

b. Payment

Payment shall be made on a per ton basis, as-installed, for all work. Payment will be made per the percentage of work that has been completed and accepted by the OWNER within the invoice cycle.

Bid Item No. F10 – Seeding and Mulching

a. Measurement

The quantity of seeding and mulching paid under Item F10 shall be the actual number of acres cleared and grubbed as measured by computing the aerial limits of clearing and grubbing.

b. Payment

Payment will be made at the Unit Price per acres listed in the Bid Form for this Item. Payment will be made per the percentage of the work that has been completed and accepted by the OWNER within the invoice cycle. No payment shall be made beyond the defined limits of construction shown on the Drawings.

IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
UNION COUNTY, NORTH CAROLINA

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

# LANDFILL EXPANSION ISSUED FOR BIDDING FOR UNION COUNTY LANDFILL C&D LANDFILL (PERMIT No. 9001-CDLF-1998) UNION COUNTY, NORTH CAROLINA

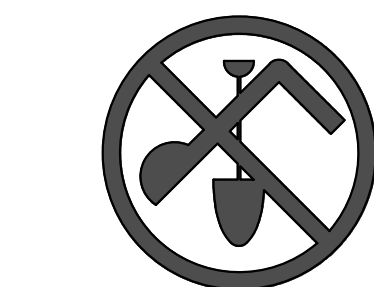


VICINITY MAP  
USGS MAP DATED 2019  
NOT TO SCALE

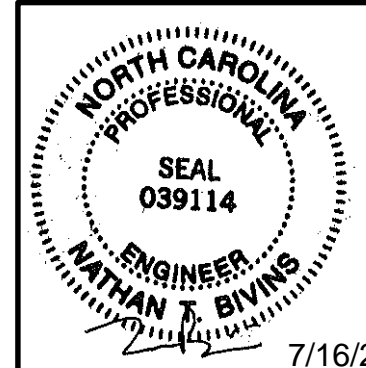
**JUNE 2025 (REVISED JULY 2025)**

### LIST OF DRAWINGS:

- C000 COVER SHEET
- C001 GENERAL NOTES
- C100 EXISTING SITE CONDITIONS
- C200 SUBGRADE PLAN
- C300 EROSION AND SEDIMENT CONTROL PLAN
- C400 DETAILS
- C401 DETAILS



BEFORE YOU DIG!  
CALL 1-800-632-4949  
N.C. ONE-CALL CENTER  
IT'S THE LAW!



7/16/25

COVER SHEET

DATE:	JUNE 2025	DRAWN BY:	HEC
DWG SCALE:	N.T.S.	CHECKED BY:	NTB
PROJECT NO.:	352-171	APPROVED BY:	NTB

UNION COUNTY PUBLIC WORKS  
IFB 2026-005 UNION COUNTY  
LANDFILL EXPANSION  
2125 AUSTIN CHANEY ROAD  
WINGATE, NC



3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinc.com

NO	DATE	DESCRIPTION
0	06/24/2025	ISSUED FOR BIDDING
1	07/16/2025	ADDENDUM 1

A:\130-001\130-171-000\Comp\Notes For Rev\130-171-001-000-COVER SHEET.dwg(C000) LS/17/16/2025 - AutoCAD - 7/16/2025 8:51 AM

**GENERAL NOTES**

- EXISTING CONDITIONS AS DEPICTED ON THESE PLANS ARE GENERAL AND ILLUSTRATIVE IN NATURE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE SITE AND BE FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING ON THIS PROJECT. IF CONDITIONS ENCOUNTERED DURING EXAMINATION ARE SIGNIFICANTLY DIFFERENT FROM THOSE SHOWN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- EXISTING TOPOGRAPHY WITHIN UNION COUNTY PROPERTY WAS PROVIDED AT 2-FT CONTOUR INTERVALS BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. ; DATE OF SURVEY JULY 22, 2020.
- THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES (INCLUDING THOSE LABELED PER RECORD DATA) PRIOR TO THE BEGINNING OF CONSTRUCTION OR EARTH MOVING OPERATIONS. INFORM ENGINEER OF ANY CONFLICTS DETRIMENTAL TO THE DESIGN INTENT.
- 48 HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES: THE NORTH CAROLINA UTILITY PROTECTION SERVICES, AND ALL OTHER AGENCIES THAT MAY HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NON-MEMBERS OF NORTH CAROLINA UNDERGROUND PROTECTION, INC.
- THE CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR COMPLYING WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
- THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND OWNER'S REPRESENTATIVE FOR ANY AND ALL INJURIES AND/OR DAMAGES TO PERSONNEL, EQUIPMENT AND/OR EXISTING FACILITIES OCCURRING IN THE COURSE OF THE DEMOLITION AND CONSTRUCTION DESCRIBED IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL OBTAIN A PERMIT FOR ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH LOCAL, STATE, & FEDERAL REGULATIONS.
- THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL CODES, OBTAIN ALL APPLICABLE PERMITS, AND PAY ALL REQUIRED FEES PRIOR TO BEGINNING WORK.
- ANY WORK PERFORMED IN THE NORTH CAROLINA RIGHT OF WAYS SHALL BE IN ACCORDANCE WITH THE APPLICABLE NORTH CAROLINA REQUIREMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS FOR THE WORK, SCHEDULE NECESSARY INSPECTIONS, AND PROVIDE THE NECESSARY TRAFFIC CONTROL MEASURES AND DEVICES, ETC., FOR WORK PERFORMED IN THE RIGHT OF WAYS.
- THE CONTRACTOR IS TO PERFORM ALL INSPECTIONS AS REQUIRED BY THE NCDEQ AND UNION COUNTY, AND FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND FURNISH OWNERS REPRESENTATIVE WITH WRITTEN REPORTS. UNION COUNTY WILL OBTAIN NPDES PERMIT.
- CONTRACTOR SHALL IMPLEMENT ALL SOIL AND EROSION CONTROL, PRACTICES REQUIRED BY UNION COUNTY AND NCDEQ.
- ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO FINAL GRADE AND ARE TO REMAIN SO, SHALL BE SEEDED AND MULCHED AS SOON AS PRACTICAL IN ACCORDANCE WITH SPECIFICATIONS. IF NO SPECIFICATIONS ARE SUPPLIED, USE STATE OF NORTH CAROLINA AND UNION COUNTY SPECIFICATIONS.
- ALL WORK PERFORMED BY THE CONTRACTOR SHALL CONFORM TO THE LATEST REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT.
- THE CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.

**NORTH CAROLINA TEMPORARY AND PERMANENT SEEDING**

SHOULDERS, SIDE DITCHES, SLOPES (3:1 MAX.)

DATE	TYPE	PLANTING/ACRE
AUG 15-NOV 1	TALL FESCUE	300 LBS
NOV 1-MAR 1	TALL FESCUE & ABRUZZI RYE	300 LBS
MAR 1-APR 15	TALL FESCUE	300 LBS
APR 15-JULY 15	HULLED COMMON BERMUDA GRASS	25 LBS
JULY 15-AUG 15	TALL FESCUE AND	35 LBS
	***BROWN TOP MILLET OR	
	***SORGHUM-SUDAN HYBRIDS	

SLOPES (3:1 TO 2:1)

DATE	TYPE	PLANTING/ACRE
MAR 1-JUNE 1	SERICEA LESPEDEZA (SCARIFIED) AND	50 LBS
MAR 1-APRIL 15	ADD TALL FESCUE AND	120 LBS
MAR 1-JUNE 30	ADD HULLED COMMON BERMUDA GRASS	25 LBS
JUNE 1-SEP 1	***TALL FESCUE AND	120 LBS
	***BROWN TOP MILLET OR	35 LBS
	***SORGHUM-SUDAN HYBRIDS	30 LBS
SEP 1-MAR 1	SERICEA LESPEDEZA (UN-HULLED AND UN-SCARIFIED) AND	70 LBS
	TALL FESCUE	120 LBS
NOV 1-MAR 1	ADD ABRUZZI RYE	25 LBS

\*\*\*TEMPORARY - RESEED ACCORDING TO OPTIMUM SEASON FOR DESIRED PERMANENT VEGETATION. DO NOT ALLOW TEMPORARY COVER TO GROW OVER 12 INCHES IN HEIGHT BEFORE MOWING, OTHERWISE FESCUE MAY BE SHADED OUT.

- CHISEL COMPACTED AREAS AND SPREAD TOPSOIL 3 INCHES DEEP OVER ADVERSE SOIL CONDITIONS, WITH STOCKPILED TOPSOIL. CONTRACTOR SHALL RESERVE SUFFICIENT TOPSOIL FOR SEEDBED PREPARATION.
- RIP THE ENTIRE AREA TO 6 INCH DEPTH.
- REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM.
- APPLY AGRICULTURAL LIME, FERTILIZER, AND SUPER-PHOSPHATE UNIFORMLY AND MIX WITH SOIL (SEE BELOW\*).
- CONTINUE TILLAGE UNTIL A WELL-PULVERIZED, FIRM, REASONABLY UNIFORM SEEDBED IS PREPARED 4 TO 6 INCHES DEEP.
- SEED ON A FRESHLY PREPARED SEEDBED AND COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR CULTIPACK AFTER SEEDING.
- MULCH IMMEDIATELY AFTER SEEDING AND ANCHOR MULCH.
- INSPECT ALL SEEDED AREAS AND MAKE NECESSARY REPAIRS OR RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE. IF STAND IS LESS THAN 60% ESTABLISHED, THE ENTIRE AREA SHALL BE RESEDED ACCORDING TO SPECIFICATIONS USING THE ORIGINAL LIME, FERTILIZER AND SEEDING RATES.
- CONSULT A CONSERVATION INSPECTOR ON MAINTENANCE TREATMENT AND FERTILIZATION AFTER PERMANENT COVER IS ESTABLISHED.

\*APPLY:

AGRICULTURAL LIMESTONE - 2 TONS/ACRE (3 TONS/ACRE IN CLAY SOILS)  
 FERTILIZER - 1,000 LB/ACRE - 10-10-10  
 SUPER-PHOSPHATE - 500 LB/ACRE - 20% ANALYSIS  
 MULCH - 2 TONS/ACRE - SMALL GRAIN STRAW  
 ANCHOR - ASPHALT EMULSION @ 300 GALS/ACRE

**LAYOUT NOTES**

- THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. RELOCATE EXISTING UTILITIES AS INDICATED, OR AS NECESSARY FOR CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN IN ACCORDANCE WITH THE SPECIFICATIONS.
- CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT/RECORD DRAWINGS ON-SITE DURING CONSTRUCTION FOR DISTRIBUTION TO THE OWNER AND/OR OWNER'S REPRESENTATIVE UPON COMPLETION.
- THIS SITE LAYOUT IS SPECIFIC TO THE APPROVALS NECESSARY FOR THE CONSTRUCTION IN ACCORDANCE WITH UNION COUNTY AND THE STATE OF NORTH CAROLINA. NO CHANGES TO THE SITE LAYOUT ARE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. CHANGES MADE TO THE SITE LAYOUT WITHOUT APPROVAL IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. CHANGES INCLUDE BUT ARE NOT LIMITED TO, INCREASED IMPERVIOUS PAVEMENT, ADDITION/DELETION OF PARKING SPACES, MOVEMENT OF CURB LINES, CHANGES TO DRAINAGE STRUCTURES AND PATTERNS, LANDSCAPING, ETC.

**GRADING NOTES**

- ALL PROPOSED GRADES SHOWN ARE FINAL GRADES, UNLESS INDICATED OTHERWISE.
- ALL ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS.
- CONTRACTOR SHALL STRICTLY ADHERE TO THE EROSION & SEDIMENT CONTROL PLAN PREPARED FOR THIS PROJECT.
- EARTHWORK SHALL INCLUDE CLEARING AND GRUBBING, STRIPPING AND STOCKPILING TOPSOIL, MASS GRADING, EXCAVATION, FILLING, UNDER CUT AND REPLACEMENT, IF REQUIRED, AND COMPACTION.
- CONTRACTOR TO REFILL UNDERCUT AREAS WITH SUITABLE MATERIAL AND COMPACT AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
- PLACE TOPSOIL OVER THE SUBGRADE OF UNPAVED, DISTURBED AREAS TO A DEPTH INDICATED ON THE LANDSCAPE PLANS (6" MINIMUM).
- ALL SLOPES IN NON-PAVED AREAS SHALL BE 3:1 (HORIZONTAL:VERTICAL) MAXIMUM UNLESS NOTED OTHERWISE. REFER TO SECTION 3.2.10.A.IV OF THE 2012 CONSTRUCTION GENERAL PERMIT FOR FURTHER GUIDANCE TO MINIMIZE EROSION.
- ALL AREAS NOT PAVED SHALL BE STABILIZED IN ACCORDANCE WITH THE EROSION & SEDIMENT CONTROL PLAN, UNLESS NOTED OTHERWISE.
- COMPACTED FILLS ARE TO BE MADE TO A MINIMUM OF TWO FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID SEWERS. ALL FILLS SHALL BE CONTROLLED, COMPACTED, AND INSPECTED BY AN APPROVED TESTING LABORATORY OR AN INSPECTOR FROM THE APPROPRIATE GOVERNMENTAL AGENCY.
- ALL EXCESS SOIL MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF OFFSITE AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND PERMIT REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR BALANCING THE SITE EARTHWORK BY IMPORTING OR EXPORTING AS NECESSARY TO ACHIEVE DESIGN GRADES AND SPECIFICATIONS.

**STORM DRAINAGE NOTES**

- DISTANCES SHOWN ON PIPING ARE HORIZONTAL DISTANCES FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION, INSPECTION, TESTING AND FINAL ACCEPTANCE OF ALL NEW STORMWATER MANAGEMENT FACILITIES CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH ALL APPLICABLE REGULATING AGENCIES CONCERNING INSTALLATION, INSPECTION AND APPROVAL OF THE STORM DRAINAGE SYSTEM CONSTRUCTION.
- ALL STORMWATER MANAGEMENT FACILITIES, INCLUDING COLLECTION AND CONVEYANCE STRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS.
- ALL PROPOSED STORM SEWERS, SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER.
- ALL STORM STRUCTURES ARE NORTH CAROLINA DOT TYPES UNLESS OTHERWISE INDICATED.

**REVISION RECORD**

NO	DATE	DESCRIPTION
0	06/16/2025	ISSUED FOR BIDDING

3701 Arco Corporate Drive  
 Suite 400  
 Charlotte, NC 28273  
 Ph: 980.237.0373  
 www.cecinc.com

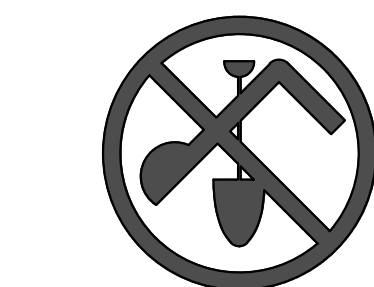


**UNION COUNTY PUBLIC WORKS**  
**IFB 2026-005 UNION COUNTY**  
**LANDFILL EXPANSION**  
**2125 AUSTIN CHANEY ROAD**  
**WINGATE, NC**

**GENERAL NOTES**

DATE:	JUNE 2025	DRAWN BY:	HEC
DWG SCALE:	N.T.S.	CHECKED BY:	NTB
PROJECT NO.:	382171		
APPROVED BY:			NTB

DRAWING NO. **C001**



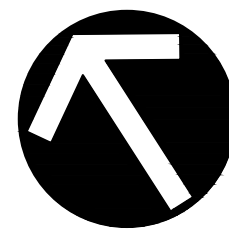
BEFORE YOU DIG!  
 CALL 1-800-632-4949  
 N.C. ONE-CALL CENTER  
 IT'S THE LAW!



7/16/25

A:\300-2021\300-1711-0000\Drawings\For Bid\300-1711-0001-General Notes.dwg(2025) LS(7/16/2025 8:32 AM) - houghey - LP: 7/16/2025 8:32 AM

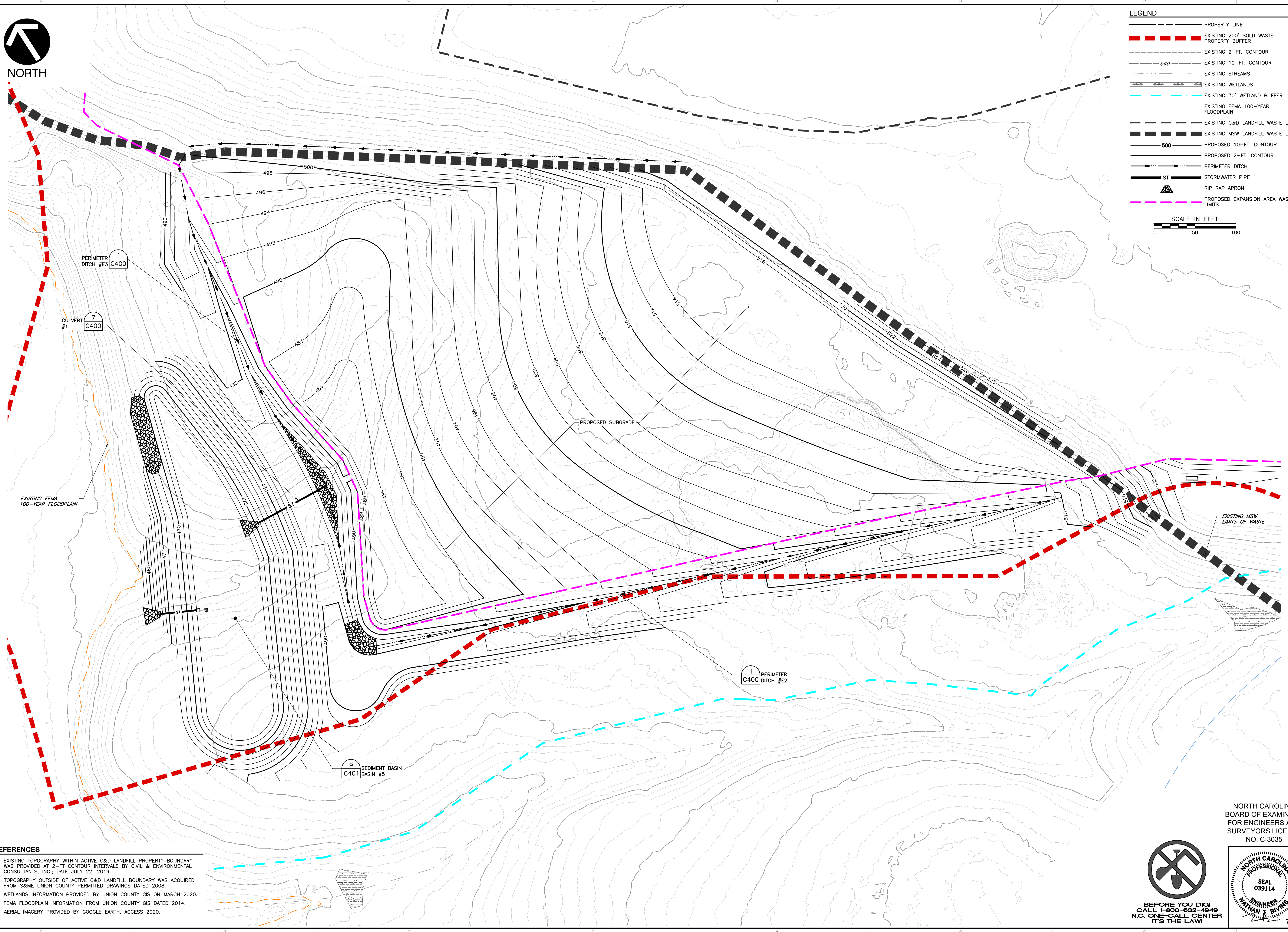
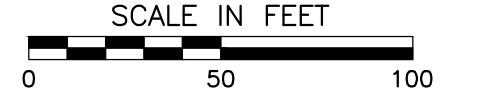




NORTH

LEGEND

- PROPERTY LINE
- EXISTING 200' SOLD WASTE PROPERTY BUFFER
- EXISTING 2-FT. CONTOUR
- 540 EXISTING 10-FT. CONTOUR
- EXISTING STREAMS
- EXISTING WETLANDS
- EXISTING 30' WETLAND BUFFER
- EXISTING FEMA 100-YEAR FLOODPLAIN
- EXISTING C&D LANDFILL WASTE LIMITS
- EXISTING MSW LANDFILL WASTE LIMITS
- 500 PROPOSED 10-FT. CONTOUR
- PROPOSED 2-FT. CONTOUR
- PERIMETER DITCH
- ST STORMWATER PIPE
- RIP RAP APRON
- PROPOSED EXPANSION AREA WASTE LIMITS



- REFERENCES**
1. EXISTING TOPOGRAPHY WITHIN ACTIVE C&D LANDFILL PROPERTY BOUNDARY WAS PROVIDED AT 2-FT CONTOUR INTERVALS BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.; DATE JULY 22, 2019.
  2. TOPOGRAPHY OUTSIDE OF ACTIVE C&D LANDFILL BOUNDARY WAS ACQUIRED FROM S&ME UNION COUNTY PERMITTED DRAWINGS DATED 2008.
  3. WETLANDS INFORMATION PROVIDED BY UNION COUNTY GIS ON MARCH 2020.
  4. FEMA FLOODPLAIN INFORMATION FROM UNION COUNTY GIS DATED 2014.
  5. AERIAL IMAGERY PROVIDED BY GOOGLE EARTH, ACCESS 2020.

NORTH CAROLINA  
BOARD OF EXAMINERS  
FOR ENGINEERS AND  
SURVEYORS LICENSE  
NO. C-3035



BEFORE YOU DIG!  
CALL 1-800-632-4949  
N.C. ONE-CALL CENTER  
IT'S THE LAW!

7/16/25

NO.	DATE	DESCRIPTION

3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinco.com

**CEI**  
Civil & Environmental  
Consultants, Inc.

**UNION COUNTY PUBLIC WORKS**  
IFB 2026-005 UNION COUNTY  
LANDFILL EXPANSION  
2125 AUSTIN CHANEY ROAD  
WINGATE, NC

<b>SUBGRADE PLAN</b>	HEC	NTB
	DATE: JUNE 2025	DRAWN BY: [ ]
	DWG SCALE: 1" = 50'	CHECKED BY: [ ]
	PROJECT NO. 382171	APPROVED BY: [ ]

**C200**

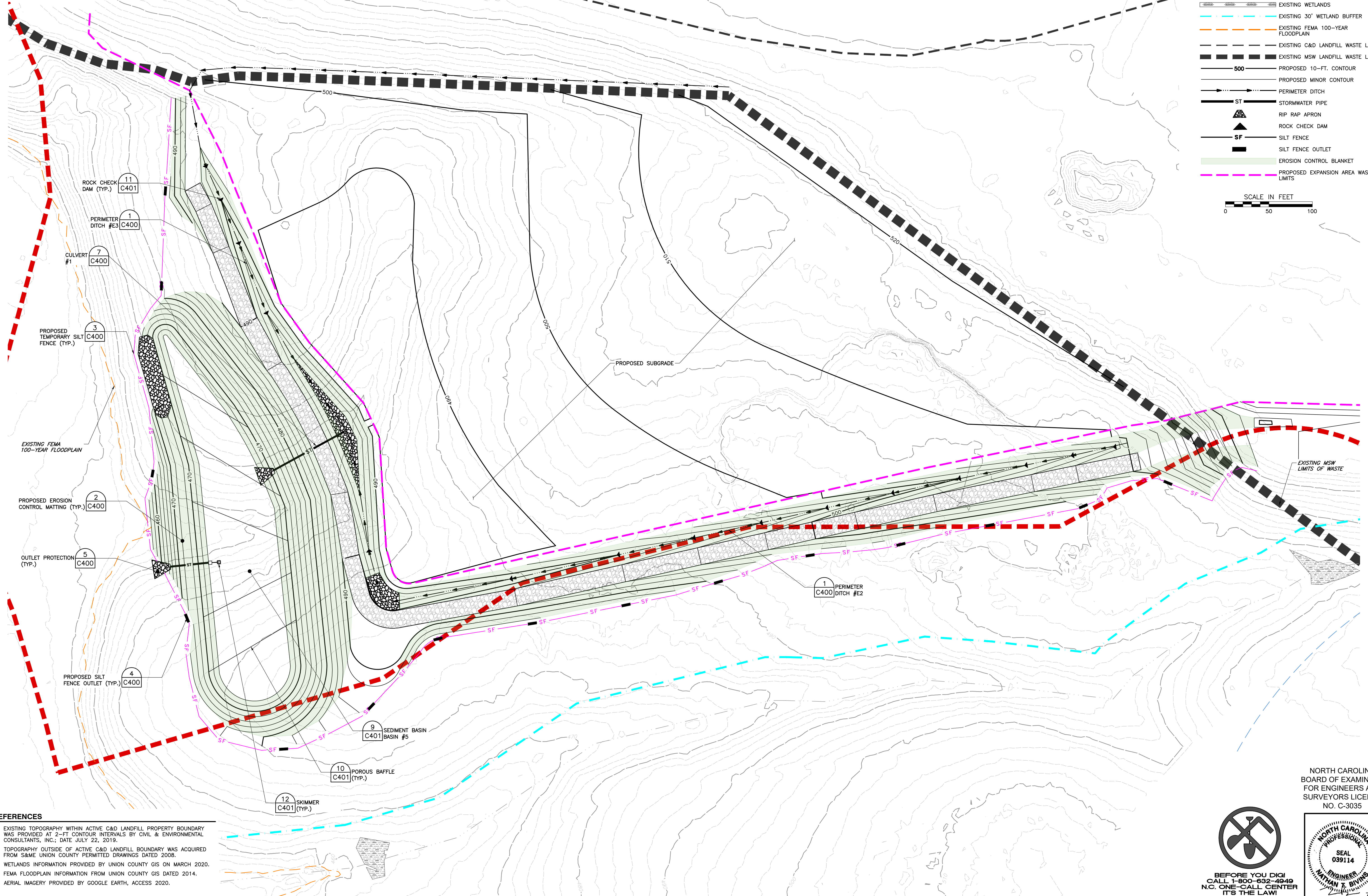
P:\150-000\150-171-C&D\Draw\Sheet For Bid\150-171-C400-Subgrade Plan.dwg(200) LST/16/2025 - Nupomes) - LP: 7/16/2025 8:54 AM



**LEGEND**

- PROPERTY LINE
- EXISTING 200' SOLD WASTE PROPERTY BUFFER
- EXISTING 2-FEET CONTOUR
- 540 --- EXISTING 10-FEET CONTOUR
- EXISTING STREAMS
- EXISTING WETLANDS
- EXISTING 30' WETLAND BUFFER
- EXISTING FEMA 100-YEAR FLOODPLAIN
- EXISTING C&D LANDFILL WASTE LIMITS
- EXISTING MSW LANDFILL WASTE LIMITS
- 500 --- PROPOSED 10-FEET CONTOUR
- PROPOSED MINOR CONTOUR
- PERIMETER DITCH
- ST --- STORMWATER PIPE
- ▲ RIP RAP APRON
- ▲ ROCK CHECK DAM
- SF --- SILT FENCE
- SILT FENCE OUTLET
- EROSION CONTROL BLANKET
- PROPOSED EXPANSION AREA WASTE LIMITS

SCALE IN FEET  
0 50 100



- REFERENCES**
1. EXISTING TOPOGRAPHY WITHIN ACTIVE C&D LANDFILL PROPERTY BOUNDARY WAS PROVIDED AT 2-FEET CONTOUR INTERVALS BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.; DATE JULY 22, 2019.
  2. TOPOGRAPHY OUTSIDE OF ACTIVE C&D LANDFILL BOUNDARY WAS ACQUIRED FROM S&ME UNION COUNTY PERMITTED DRAWINGS DATED 2008.
  3. WETLANDS INFORMATION PROVIDED BY UNION COUNTY GIS ON MARCH 2020.
  4. FEMA FLOODPLAIN INFORMATION FROM UNION COUNTY GIS DATED 2014.
  5. AERIAL IMAGERY PROVIDED BY GOOGLE EARTH, ACCESS 2020.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. C-3035



BEFORE YOU DIG! CALL 1-800-632-4949 N.C. ONE-CALL CENTER IT'S THE LAW!

NO.	DATE	DESCRIPTION
1	06/16/2025	ISSUED FOR BIDDING

3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinc.com

**CEC**  
Civil & Environmental Consultants, Inc.

**UNION COUNTY PUBLIC WORKS**  
IFB 2026-005 UNION COUNTY  
LANDFILL EXPANSION  
2125 AUSTIN CHANEY ROAD  
WINGATE, NC

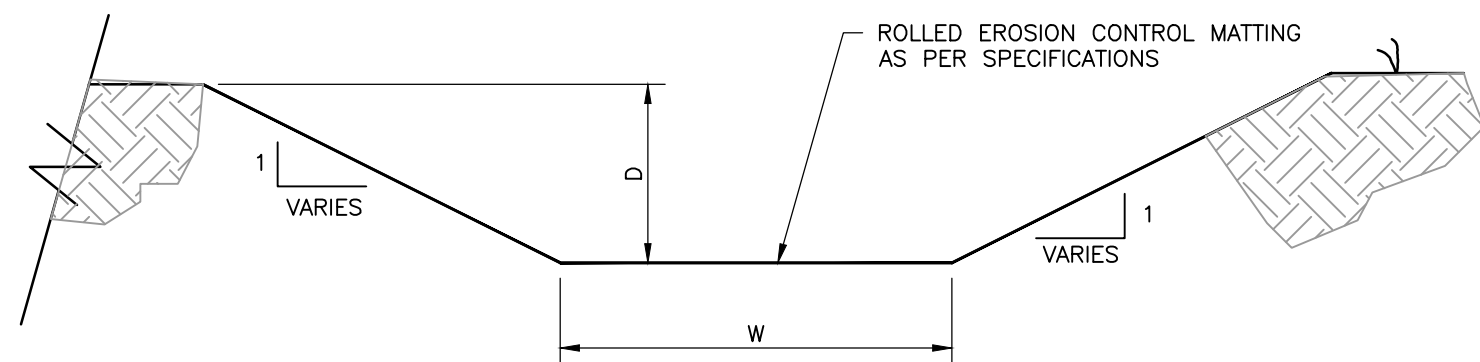
**EROSION AND SEDIMENT CONTROL PLAN**

DATE:	JUNE 2025	DRAWN BY:	HEC
DWG SCALE:	1" = 50'	CHECKED BY:	NTB
PROJECT NO.:	382-171	APPROVED BY:	NTB

**C300**

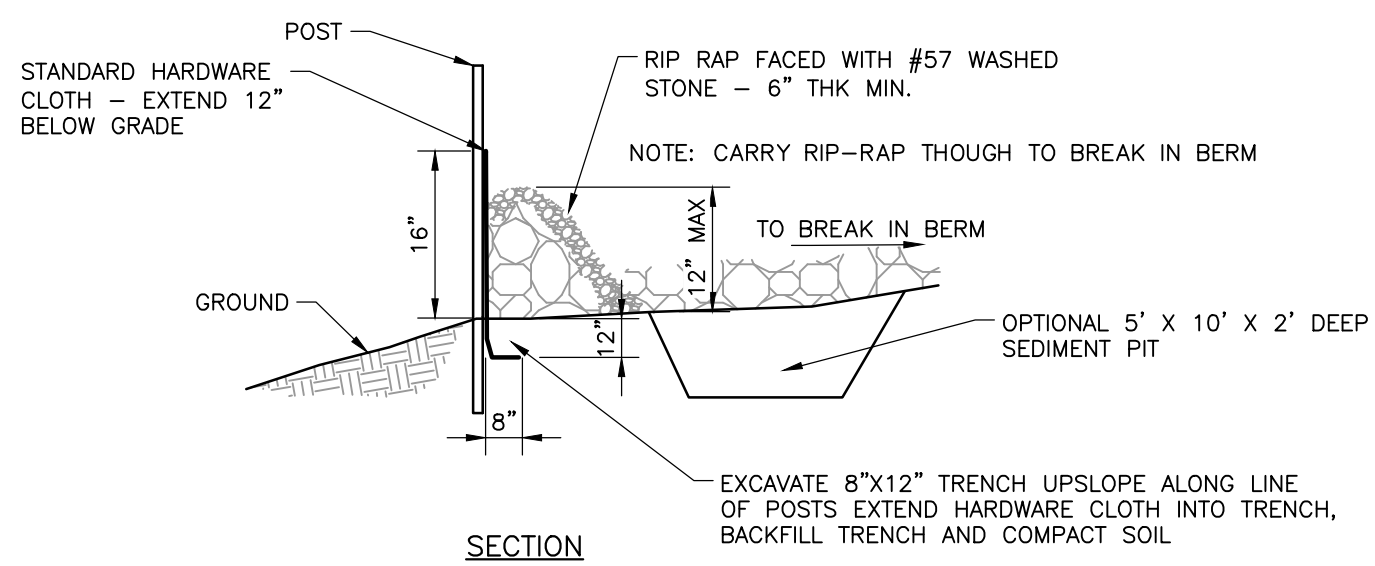
7/16/25

P:\180-000\180-171-C&D\Drawings For Bid\180-171-C&D-C&D-EROSION AND SEDIMENT CONTROL PLAN\180-171-C&D-EROSION AND SEDIMENT CONTROL PLAN.dwg - LP: 7/16/2025 8:56 AM

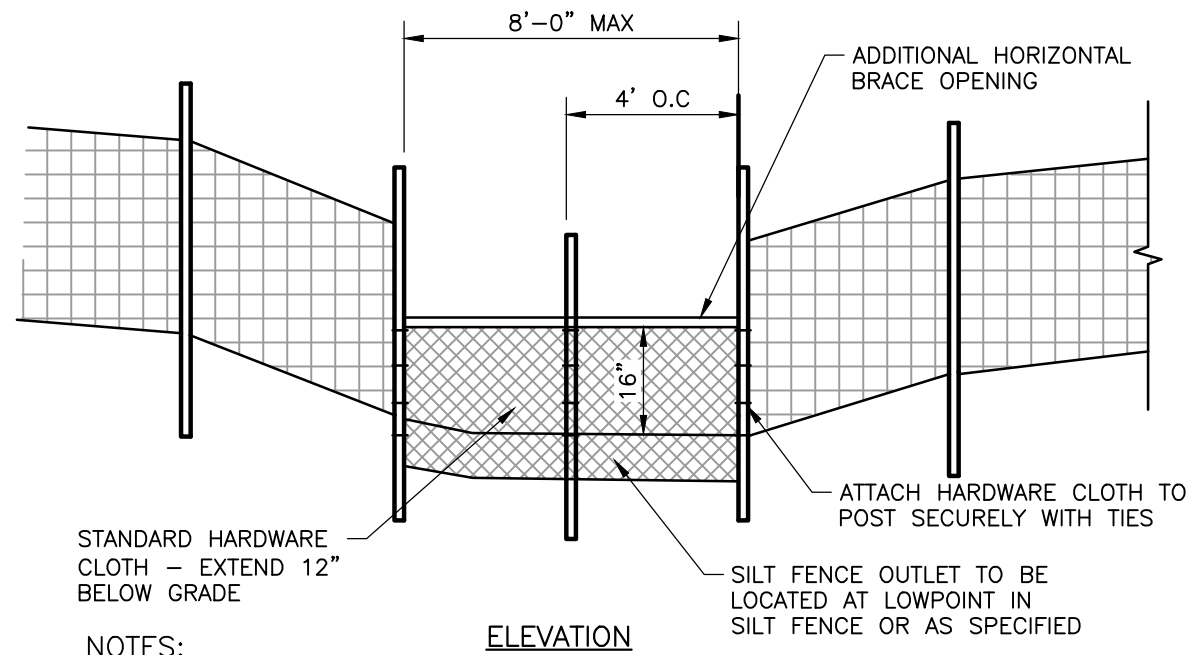


STORMWATER DITCH SCHEDULE						
NAME	D (FT)	W (FT)	LINING	SIDESLOPE	SLOPE	MIN. SLOPE
PERIMETER DITCH #E2	2.0	0	SC 150	3:1	VARIABLE	2.00%
PERIMETER DITCH #E3	2.0	0	SC 150	3:1	VARIABLE	2.00%

**1 STORMWATER DITCH**  
C400 N.T.S.



SECTION

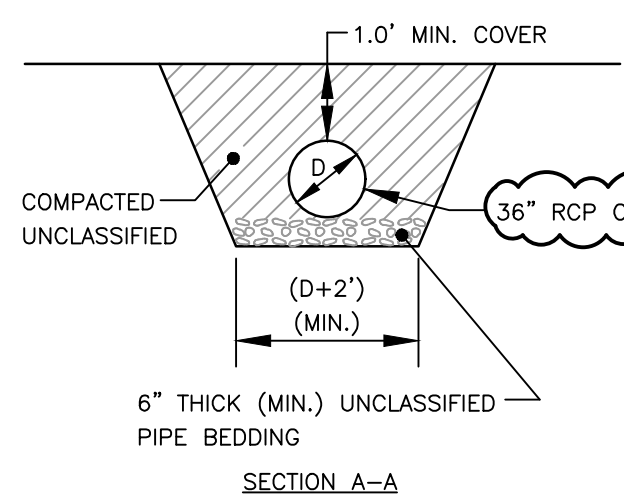
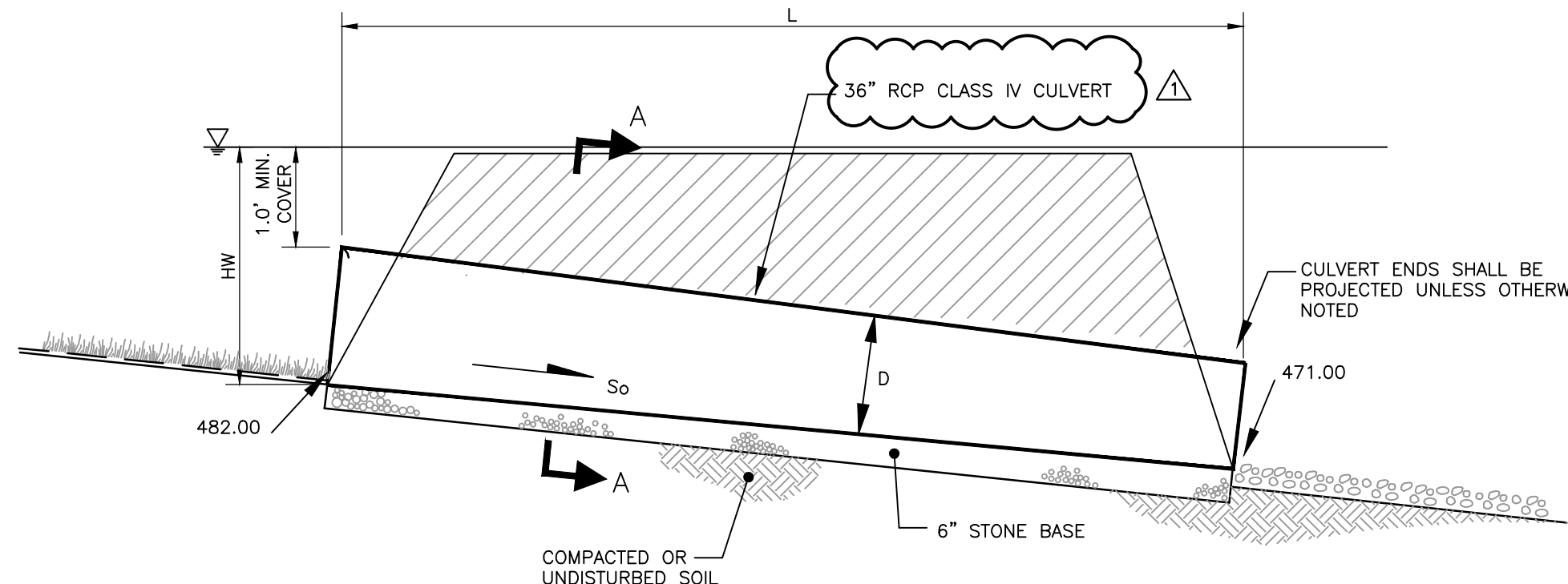


ELEVATION

**NOTES:**

1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PROLONGED RAINFALL. REPAIR SHALL BE MADE AS NECESSARY.
2. FABRIC SHALL BE REPLACED PROMPTLY IF FOUND TO BE IN DISREPAIR.
3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT AND WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.
4. SILT FENCE OUTLETS SHALL BE LOCATED AT LOW POINTS IN CONTINUOUS RUN OF SILT.

**4 TEMPORARY SILT FENCE OUTLET**  
C400 NOT TO SCALE



SECTION A-A

CULVERT SCHEDULE							
CULVERT NO.	INLET LOCATION	OUTLET LOCATION	PEAK DISCHARGE (CFS)	DIAMETER (IN)	NO. BARRELS	LENGTH (FT)	SLOPE (%)
1	STORMWATER DITCH #E1 & #E2	SB-5	118.83	36	1	93	17.00

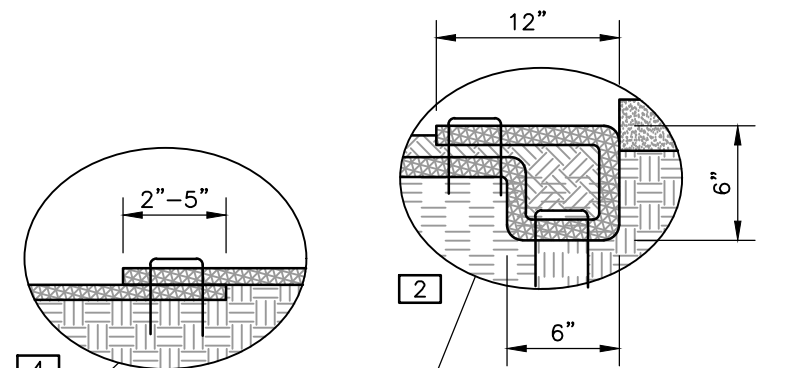
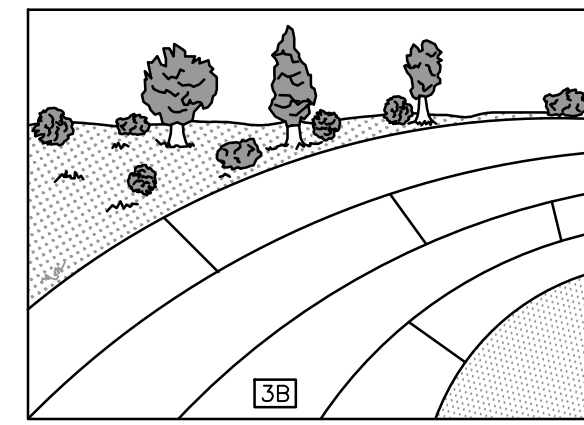
**7 CULVERT**  
C400 NOT TO SCALE

**EROSION CONTROL MATTING INSTALLATION:**

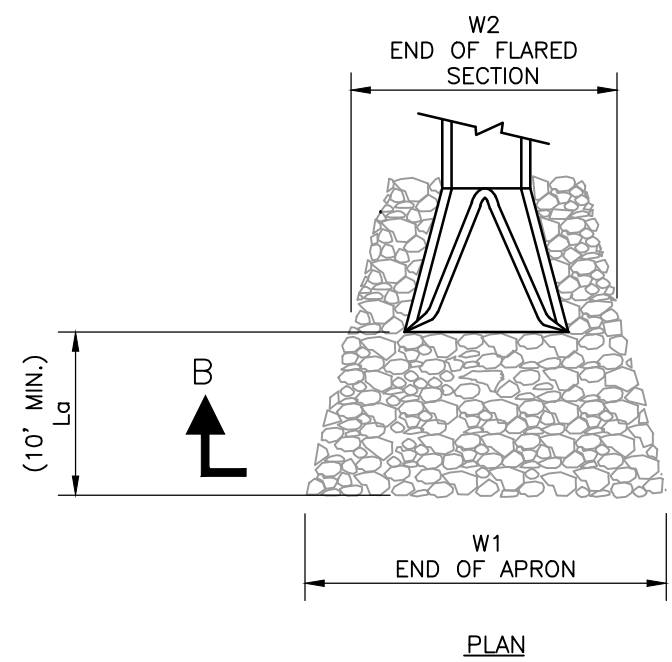
1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPS), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPS IN A 6" (15CM) DEEP X 6" (15CM) WIDE TRENCH WITH APPROXIMATELY 12" (30CM) OF RECPS EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPS WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO THE COMPACTED SOIL AND FOLD THE REMAINING 12" (30CM) PORTION OF RECPS BACK OVER THE SEED AND COMPACTED SOIL. SECURE RECPS OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30CM) APART ACROSS THE WIDTH OF THE RECPS.
3. ROLL THE RECPS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECPS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
4. THE EDGES OF PARALLEL RECPS MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5-12.5CM) OVERLAP DEPENDING ON THE RECPS TYPE.
5. CONSECUTIVE RECPS SPICED DOWN THE SLOPE MUST BE END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30CM) APART ACROSS ENTIRE RECPS WIDTH.

**NOTES:**

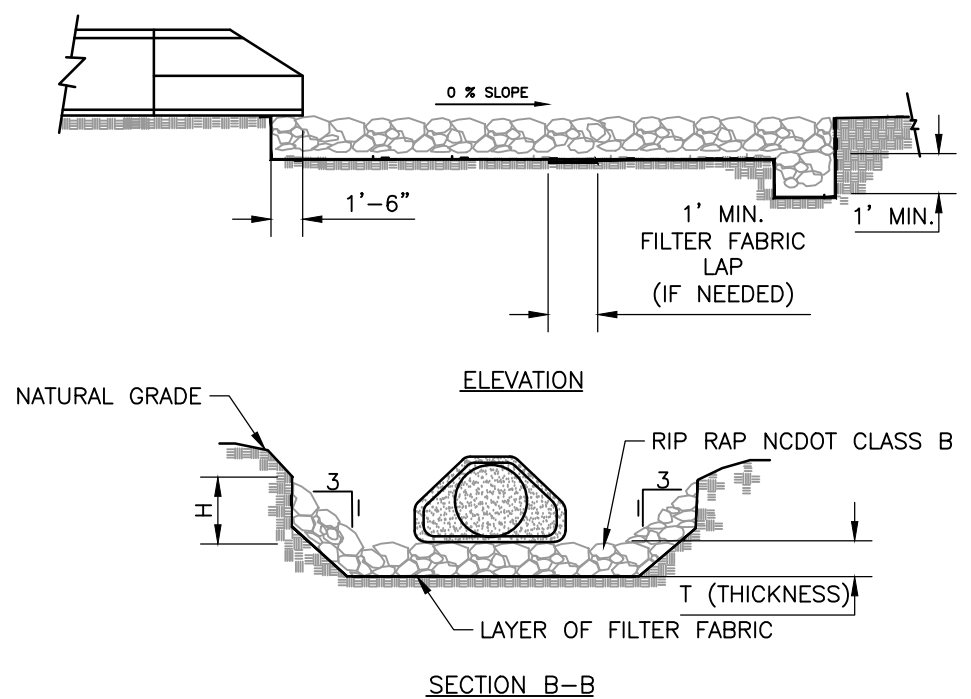
1. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECPS.
2. ALL SLOPES WITH SLOPE GREATER THAN 3:1 THAT CONSTRUCTION ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED SHALL BE STABILIZED WITH SHORT-TERM BIODEGRADABLE DOUBLE-NET STRAW BLANKET MATTING PER.
3. REFERENCE NCDCE EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, SECTION 6.17.



**2 EROSION CONTROL MATTING**  
C400 NOT TO SCALE



PLAN



ELEVATION

OUTLET	La	W1	W2	T	H	φ <sub>50</sub>	φ <sub>max</sub>
BASIN OUTLET	14.0 FT	15.00 FT	6.00 FT	1.50 FT	1.00 FT.	8.0 IN.	12.0 IN.
PERIMETER DITCHES #E2 AND #E3 CULVERT	20.0 FT	22.00 FT	6.00 FT	2.25 FT	1.50 FT.	12.0 IN.	18.0 IN.

**5 OUTLET PROTECTION**  
C400 N.T.S.

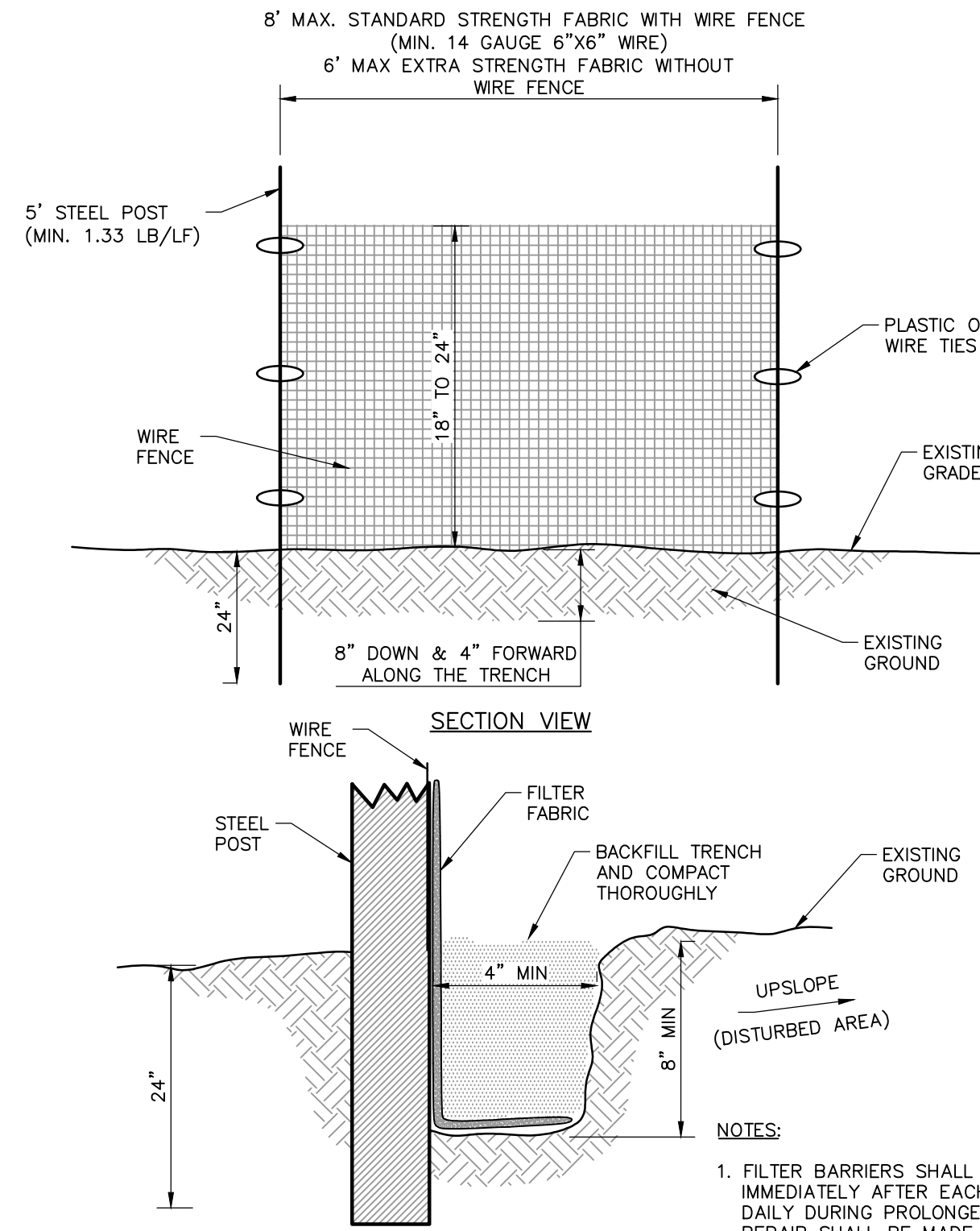
**NOTES:**

1. CLASS OR MEDIAN SIZE OF RIPRAP AND LENGTH, WIDTH AND DEPTH OF APRON TO BE DESIGNED BY THE ENGINEER AND ARE SUMMARIZED BELOW.
2. RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 2:1 AND A HEIGHT NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.
3. THERE SHALL BE NO OVERFLOW FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL. THE AREA TO BE PAVED OR RIPRAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL. THE APRON SHALL HAVE A CUTOFF OR TOE WALL AT THE DOWNSTREAM END.
4. THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL. MAXIMUM TAPER TO RECEIVING CHANNEL 5:1.
5. ALL SUBGRADE FOR STRUCTURE TO BE COMPACTED TO 95% OR GREATER.
6. THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
7. NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
8. FILTER FABRIC SHALL BE INSTALLED ON COMPACTED SUBGRADE PRIOR TO PLACEMENT OF RIP RAP.
9. ANY DISTURBED AREA FROM END OF APRON TO RECEIVING CHANNEL MUST BE STABILIZED.

**3 TEMPORARY SILT FENCE**  
C400 NOT TO SCALE

SLOPE	SLOPE LENGTH (FT)	MAX. AREA (SQFT)
<2%	100	10,000
2 TO 5%	75	7,500
5 TO 10%	50	5,000
10 TO 20%	25	2,500
>20%	15	1,500

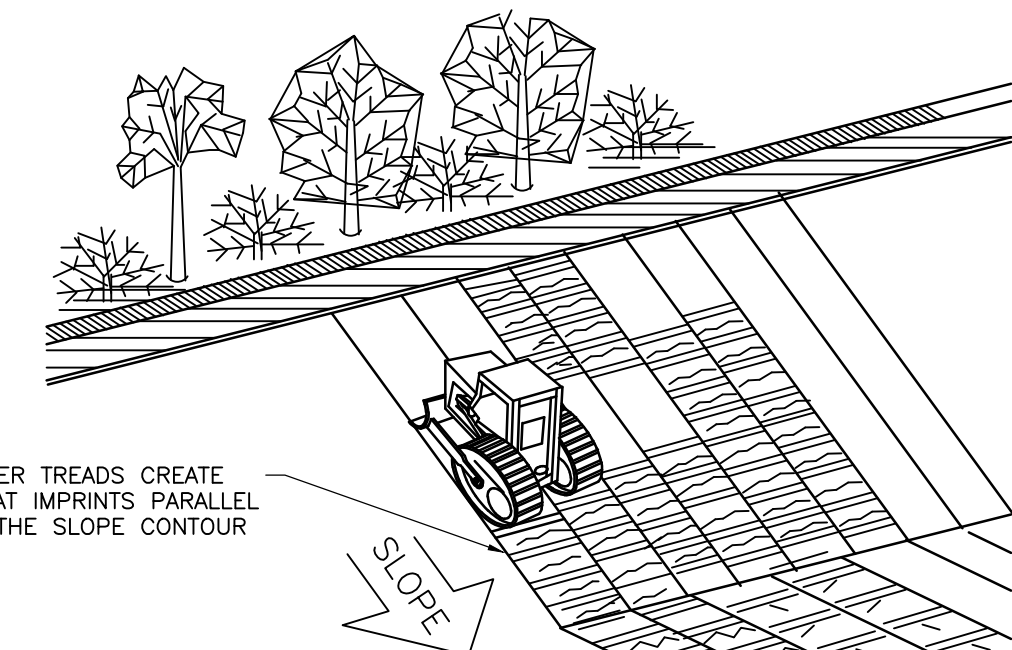
1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PROLONGED RAINFALL. REPAIR SHALL BE MADE AS NECESSARY.
2. FABRIC SHALL BE REPLACED PROMPTLY IF FOUND TO BE IN DISREPAIR.
3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT AND WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.
4. REFERENCE NCDCE EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, SECTION 6.62.



SECTION VIEW

**NOTES:**

1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND DAILY DURING PROLONGED RAINFALL. REPAIR SHALL BE MADE AS NECESSARY.
2. FABRIC SHALL BE REPLACED PROMPTLY IF FOUND TO BE IN DISREPAIR.
3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT AND WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.
4. REFERENCE NCDCE EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, SECTION 6.62.



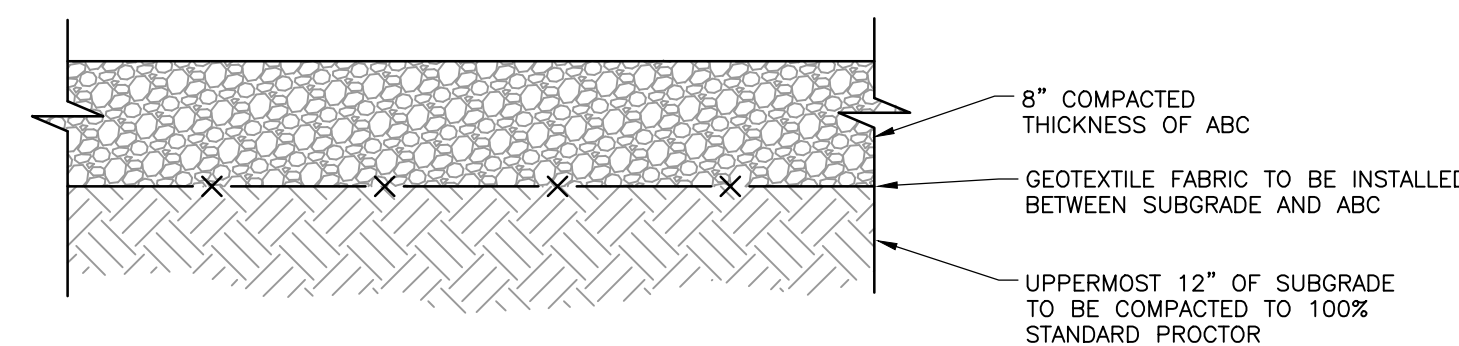
DOZER TREADS CREATE CLEAT IMPRINTS PARALLEL TO THE SLOPE CONTOUR

SHOULD BE SEEDED AND STABILIZED IMMEDIATELY.

**TRACKING NOTES:**

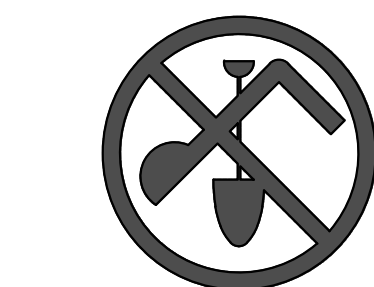
1. TRACKING IS DEFINED AS DRIVING TRACKED MACHINERY UP AND DOWN SLOPES, LEAVING THE CLEAT IMPRINTS PARALLEL TO THE SLOPE CONTOUR.
2. PERFORM TRACKING AS SOON AS POSSIBLE AFTER THE VEGETATION HAS BEEN REMOVED FROM THE SLOPE. USE TRACKING WITH TEMPORARY SEEDING AND TEMPORARY MULCHING TO STABILIZE AN AREA. PERFORM TRACKING IMMEDIATELY AFTER GRADING ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) IN AN AREA.

**6 SLOPE TRACKING**  
C400

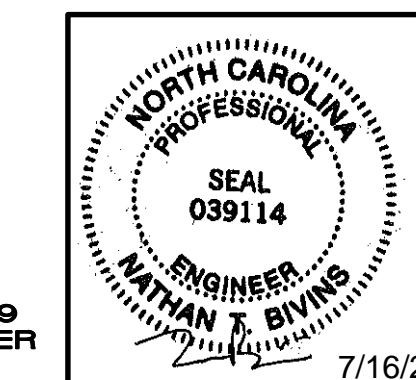


**8 GRAVEL DRIVE**  
C400 NOT TO SCALE

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. C-3035



BEFORE YOU DIG! CALL 1-800-632-4949 N.C. ONE-CALL CENTER IT'S THE LAW!



7/16/25

REVISION RECORD	
NO.	DATE
0	06/24/2025 ISSUED FOR BIDDING
1	07/16/2025 ADDENDUM 1

3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinco.com

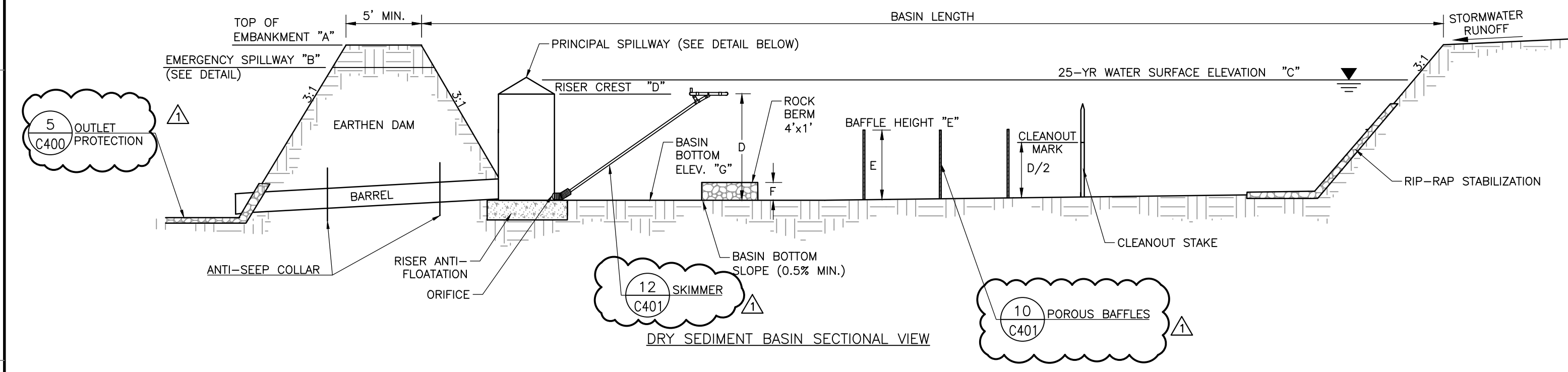
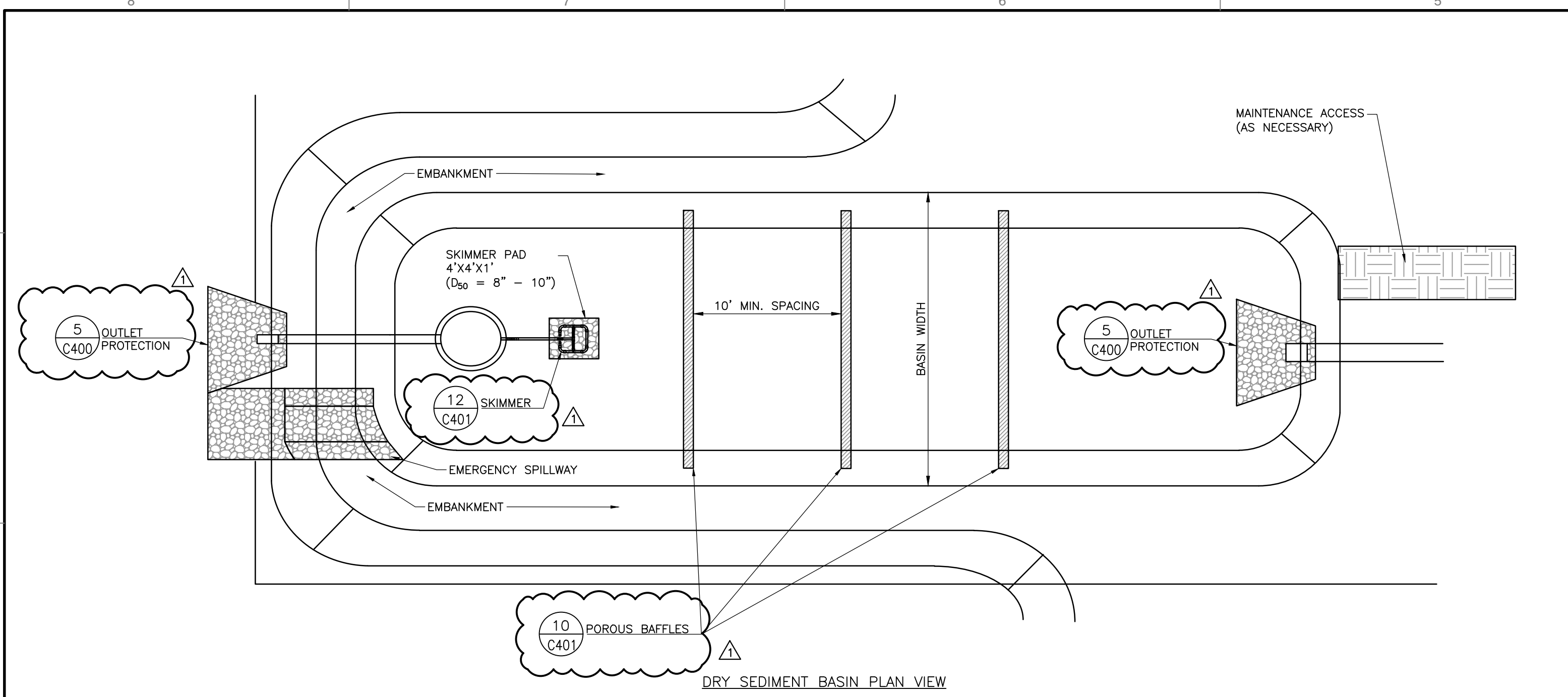
**Civil & Environmental Consultants, Inc.**

**UNION COUNTY PUBLIC WORKS**  
IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
2125 AUSTIN CHANEY ROAD WINGATE, NC

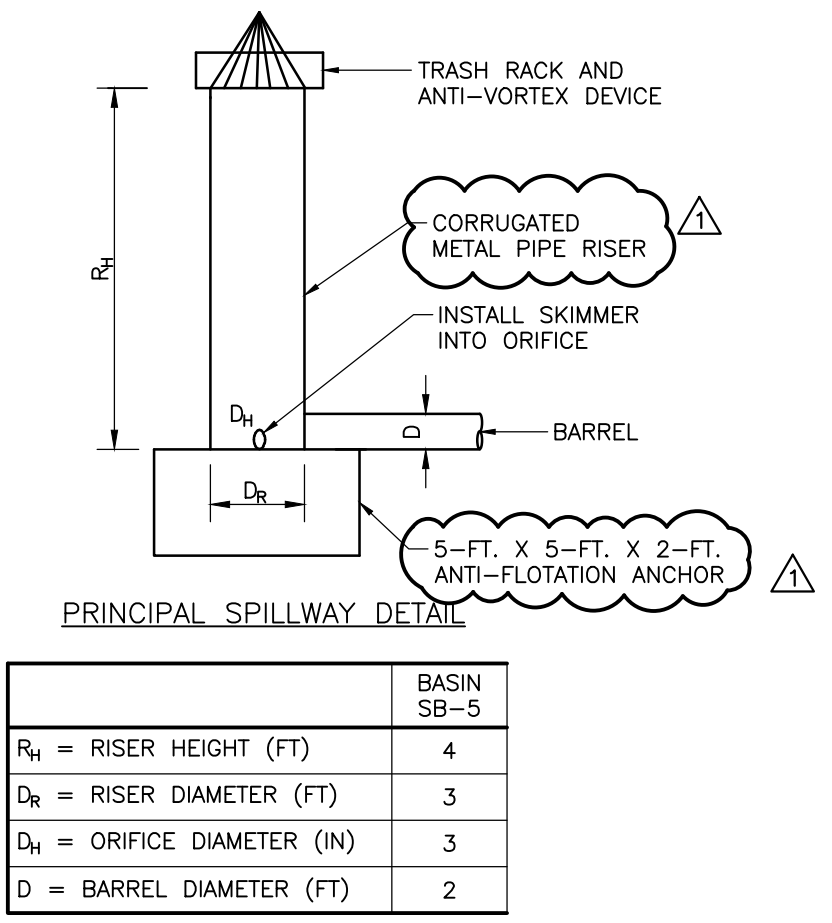
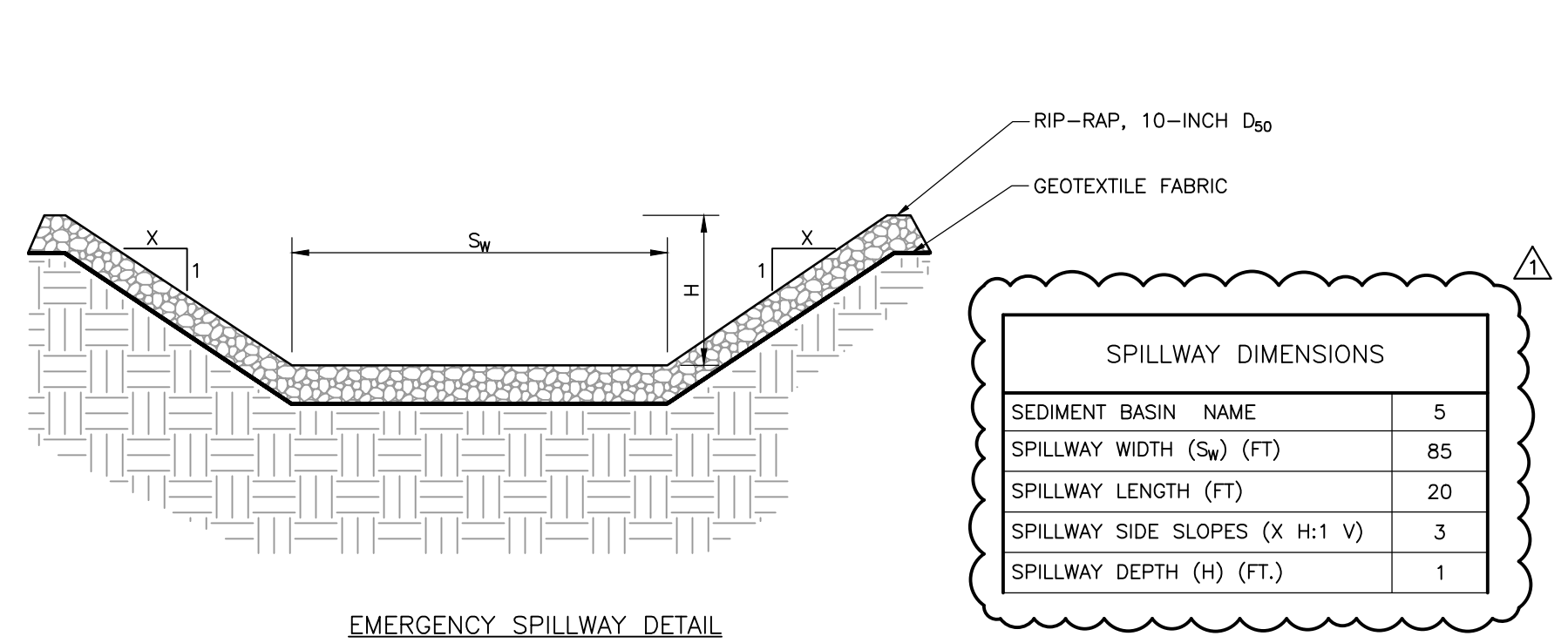
DATE:	HEC	NTB	NTB
JUNE 2025	DRAWN BY:	N.T.S.	CHECKED BY:
DWG SCALE:			
PROJECT NO:		382-171	NTB
APPROVED BY:			

**C400**

A:\100-2001\100-1711-0000\Drawings\Sheet For Bid\100-1711-0001-C400-DETAILS.dwg(1/20) 15/7/2025 8:58 AM - Lp: 7/16/2025 8:58 AM

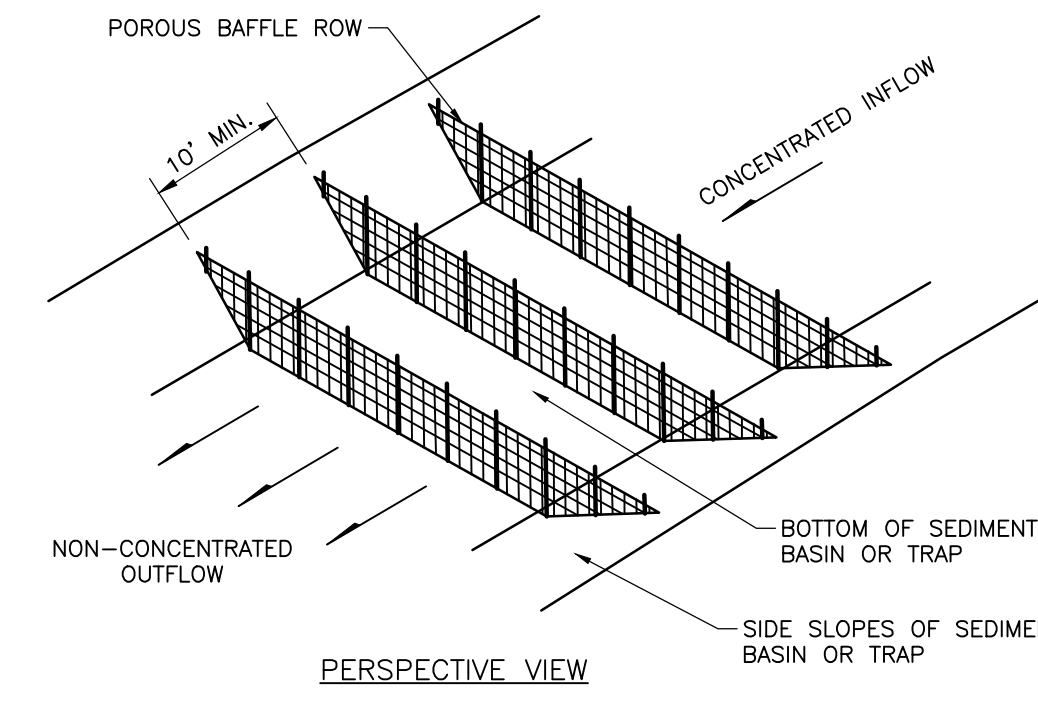
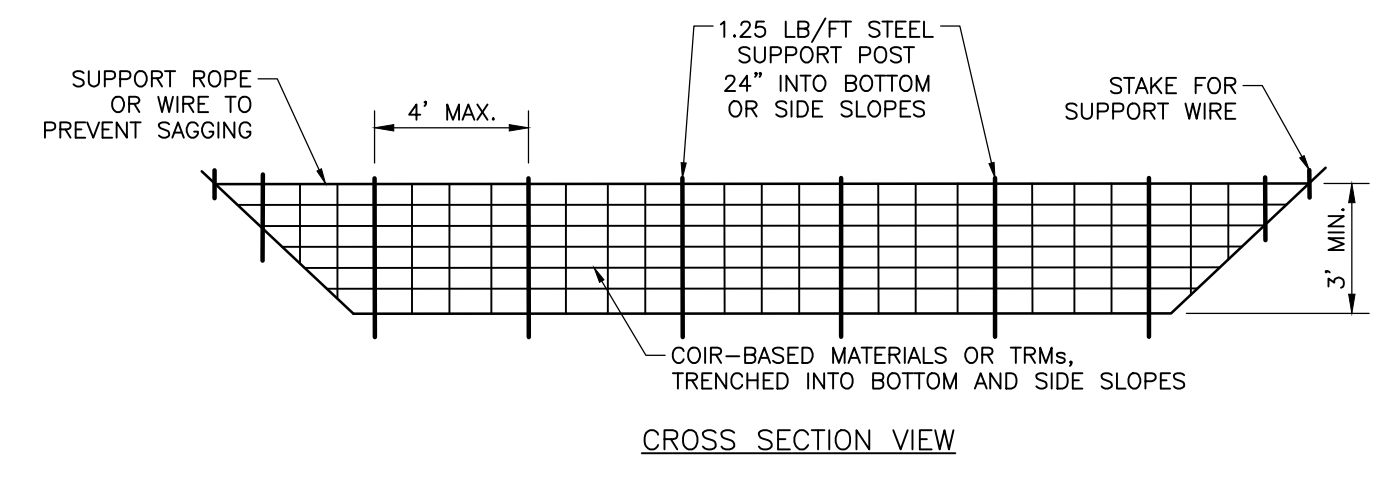


SEDIMENT BASIN NUMBER/NAME	"A" (FMSL)	"B" (FMSL)	"C" (FMSL)	"D" (FEET)	"E" (FEET)	"F" (FEET)	"G" (FMSL)	SKIMMER SIZE (IN.)	SKIMMER ORIFICE (IN.)	BASIN VOLUME	SKIMMER AVERAGE DISCHARGE RATE (CFS)	DEWATERING TIME (DAYS)	NO. OF SKIMMERS
5	472.00	471.00	470.30	4.00	2.00	1.00	466.00	3.0	3.0	217,451	0.12	2.77	1

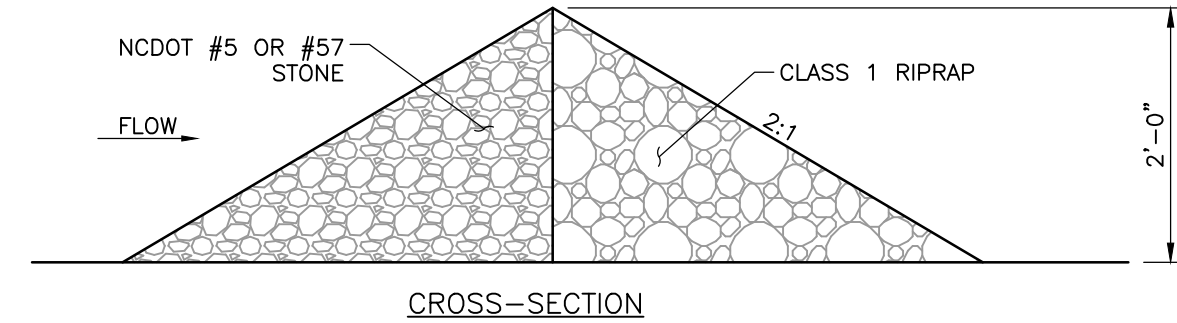
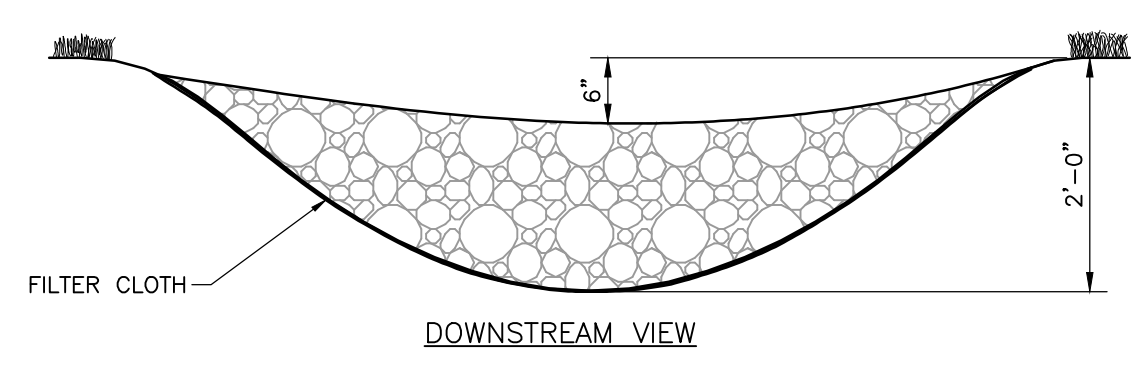
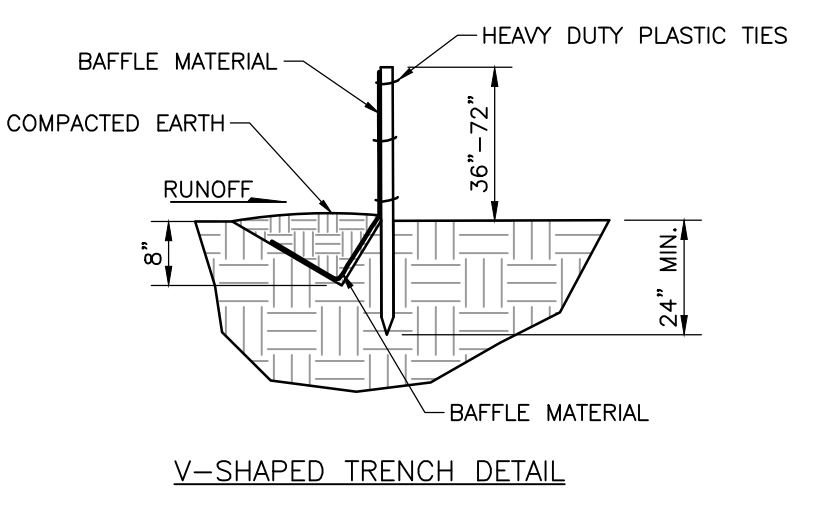
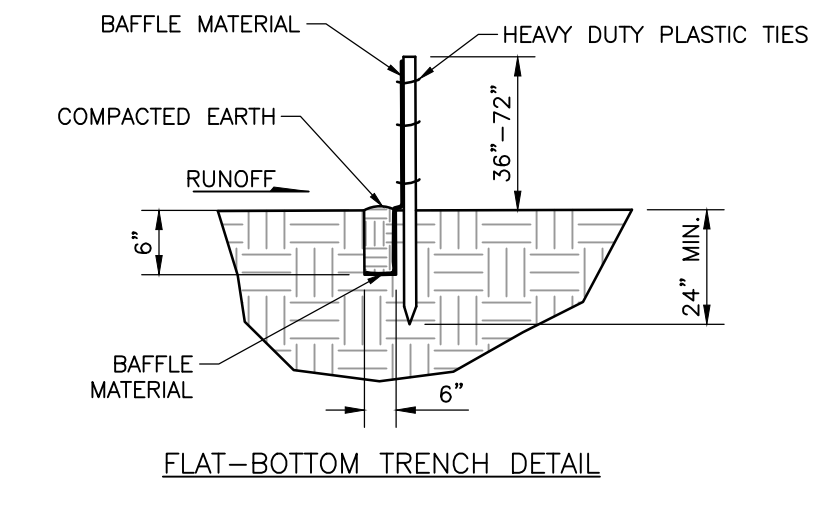


- DRY SEDIMENT BASIN - GENERAL NOTES**
- SEDIMENT BASINS SHOULD NOT BE PLACED IN WATERS OF THE STATE OR USGS BLUE-LINE STREAMS (UNLESS APPROVED BY FEDERAL AUTHORITIES).
  - SEDIMENT BASIN'S SIDE SLOPES SHALL BE SEEDED AND, WHEN NECESSARY, STABILIZED WITH VEGETATIVE OR SYNTHETIC MATTING TO PREVENT THE FORMATION OF RILLS AND GULLIES.
  - INSTALL THREE (3) ROWS OF POROUS BAFFLES WITH A MINIMUM SPACING OF 10 FEET. BAFFLES SHOULD ULTIMATELY BE PLACED TO MAXIMIZE THE SPACE BETWEEN EACH ROW OF BAFFLES AND THE BASIN'S INLETS/OUTLETS. ONLY TWO (2) ROWS OF BAFFLES ARE NECESSARY FOR BASINS THAT ARE LESS THAN 50 FEET IN LENGTH.
  - POROUS BAFFLES SHOULD BE COMPOSED OF COIR-BASED MATERIALS OR TRMS WITH A LIGHT PENETRATION (OPEN SPACES) BETWEEN 10-35%. THESE MATERIALS SHOULD NOT HAVE LOOSE STRAW. SILT FENCE MAY NOT BE USED AS POROUS BAFFLES.
  - EACH POROUS BAFFLES SHALL BE INSTALLED ACROSS THE ENTIRE WIDTH OF THE BASIN AND ALONG THE BASIN'S SIDE SLOPE UNTIL THE HEIGHT OF THE BAFFLE INTERSECTS THE SLOPE.
  - INSTALL SKIMMER AND COUPLING (AS NECESSARY) TO RISER STRUCTURE AT ORIFICE ALONG BOTTOM OF THE PRINCIPLE SPILLWAY'S RISER STRUCTURE. (REFER TO SKIMMER MANUFACTURER FOR INSTALLATION PROCEDURES AND SKIMMER SPECIFICATIONS.)
  - SKIMMER SHOULD BE EQUIPPED WITH A MECHANISM, SUCH AS A ROPE, TO ALLOW EASY ACCESS TO SKIMMER TO UNLOGGED ORIFICE OR PERFORM OTHER NECESSARY MAINTENANCE.
  - STORMWATER RUNOFF ENTERING THE BASIN MUST BE DIRECTED INTO PROPER BMPs TO PREVENT EROSION ALONG SIDE SLOPES AND TO PREVENT SCOUR AT THE BASIN'S INLETS.
  - THE ELEVATION OF THE EMERGENCY SPILLWAY SHOULD BE AT LEAST 1 FOOT BELOW THE TOP OF THE EMBANKMENT. THE EMERGENCY SPILLWAY SHOULD NOT BE LOCATED ON FILL MATERIAL. WHEN POSSIBLE, RIPRAP AND GEOTEXTILE LINER SHOULD BE PLACED ON ALL SPILLWAYS THAT MUST BE LOCATED ON FILL MATERIAL.

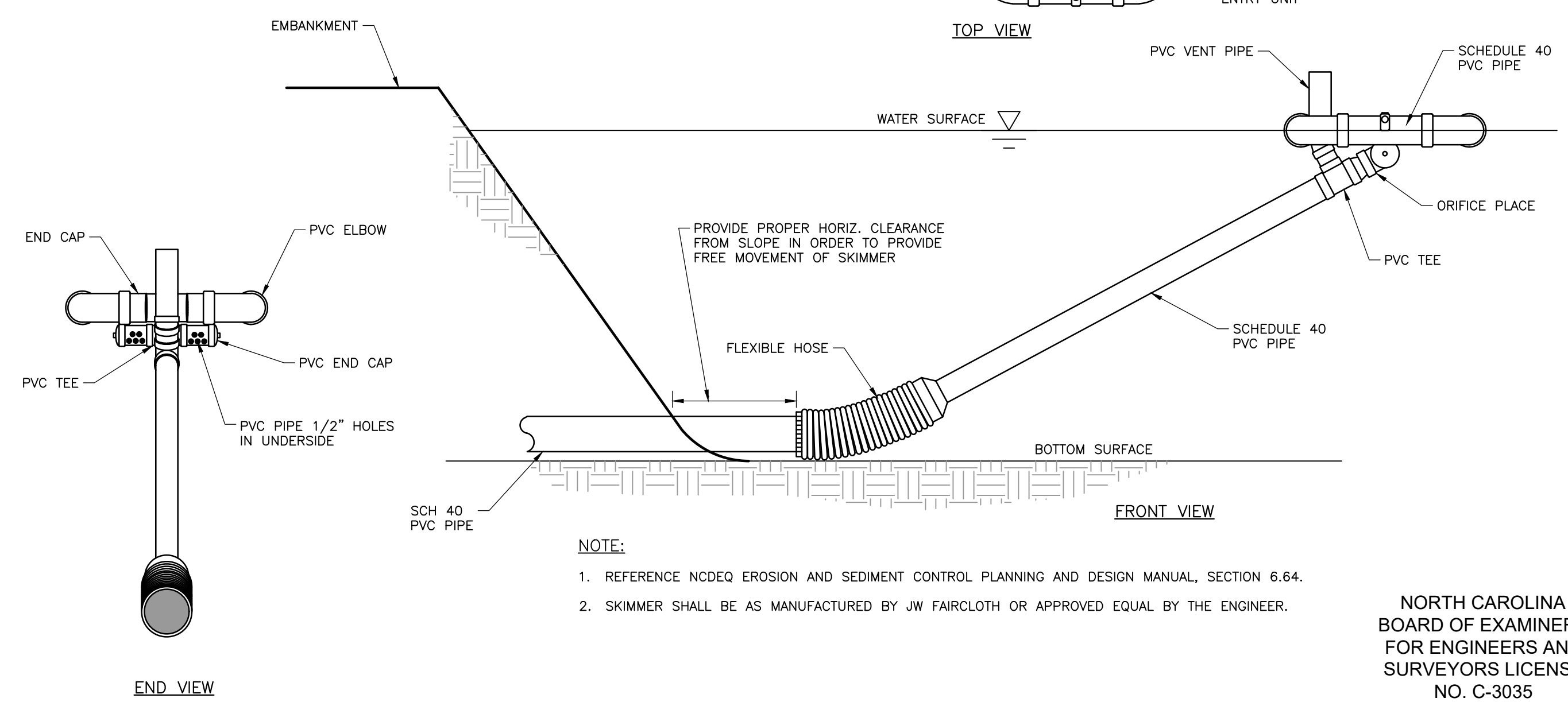
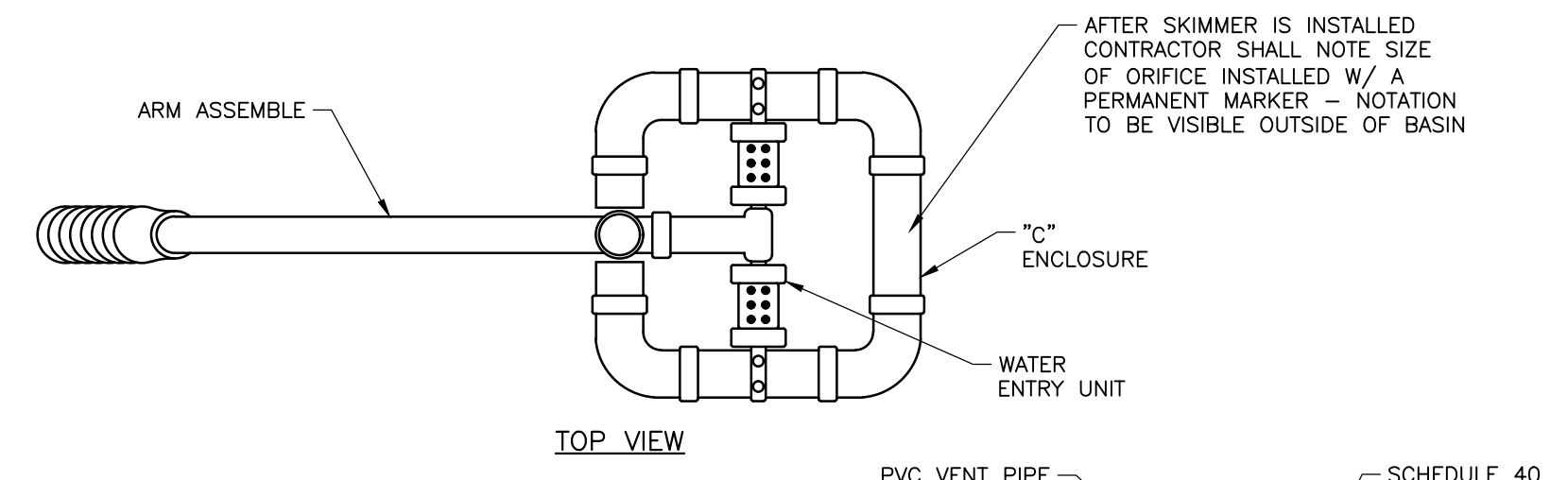
**9 SEDIMENT BASIN**  
N.T.S.



**10 POROUS BAFFLE**  
N.T.S.



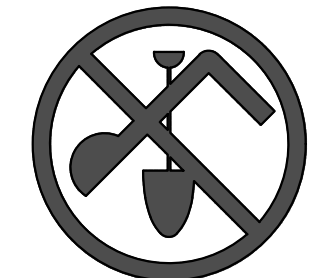
**11 ROCK CHECK DAM**  
N.T.S.



- NOTE:**
- REFERENCE NCDEQ EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, SECTION 6.64.
  - SKIMMER SHALL BE AS MANUFACTURED BY JW FAIRCLOTH OR APPROVED EQUAL BY THE ENGINEER.

**12 SKIMMER DETAIL**  
N.T.S.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. C-3035



BEFORE YOU DIG! CALL 1-800-632-4949 N.C. ONE-CALL CENTER IT'S THE LAW!

NO.	DATE	DESCRIPTION
0	06/24/2025	ISSUED FOR BIDDING
1	07/16/2025	ADDENDUM 1

3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinco.com

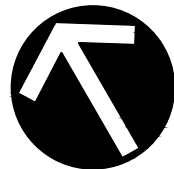
**Civil & Environmental Consultants, Inc.**

**UNION COUNTY PUBLIC WORKS**  
IFB 2026-005 UNION COUNTY LANDFILL EXPANSION  
2125 AUSTIN CHANEY ROAD WINGATE, NC

DATE:	DWG SCALE:	PROJECT NO.:	APPROVED BY:	HEC	NTB
JUNE 2025	N.T.S.	382-171			

**C401**

P:\130-0001\130-171-0001\Drawings\130-171-0001-DETAILS.dwg(16/7/16/2025 9:21 AM) - LP: 7/16/2025 9:21 AM



NORTH



APPROXIMATE  
LIMITS OF  
DISTURBANCE

**LEGEND**

--- APPROXIMATE LIMITS OF DISTURBANCE

SCALE IN FEET



ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF NORTH CAROLINA WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC. SERVICES IN PUERTO RICO WILL BE PROVIDED BY CEC ENGINEERS & CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTS, LLC.



3701 Arco Corporate Drive  
Suite 400  
Charlotte, NC 28273  
Ph: 980.237.0373  
www.cecinc.com

UNION COUNTY PUBLIC WORKS  
IFB 2026-005 UNION COUNTY  
LANDFILL EXPANSION  
WINGATE, NC

PROJECT LOCATION

DRAWN BY:	HEC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:	<b>1</b>
DATE:	JULY 2025	DWG SCALE:	1" = 100'	PROJECT NO.:	352-171		