

## Contract Documents

### Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

Prepared for:

**Cumberland County Solid Waste Management Department  
Fayetteville, North Carolina**



## Bid Issue Documents

**March 2025**

Prepared by:

**SMITH+GARDNER**

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

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# Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

## Contract Documents

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## ADVERTISEMENT FOR BIDS

### **Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center**

Sealed bids (proposals) will be received by the Owner, Cumberland County, NC, in the Offices of Cumberland County Solid Waste (Address: 698 Ann Street, Fayetteville, NC 28301; Phone: (910) 321-6920) until 2:00 p.m., local prevailing time on April 30, 2025, and then at said office be publicly opened and read aloud for the following:

**ASSEMBLY COURT SOLID WASTE CONVENIENCE CENTER & RECYCLING FACILITY CONSTRUCTION:** Includes installation of all erosion and sedimentation control measures, entrance and driveway construction and paving, parking area construction and aggregate surfacing, chain link fence installation, vegetative buffer installation, water and sewer lateral taps and installation, attendant building construction, and electrical installation.

**PARKTON SOLID WASTE CONVENIENCE CENTER & RECYCLING FACILITY SITE CONSTRUCTION:** Includes installation of all erosion and sedimentation control measures, entrance and driveway construction and paving, parking area construction and aggregate surfacing, fence installation, vegetative buffer installation, water well installation, septic system installation, attendant building construction, and electrical installation.

Each Bid must be accompanied by a certified check or a Bid Bond by an acceptable surety company of not less than five percent (5%) of the amount of the Base Bid, made payable to the Owner, as a Bid guarantee.

A Performance and Payment Bond will be required for the successful Bidder in the amount of one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of the Contract, payment of all persons supplying labor or furnishing materials, and payment of all liabilities incurred in connection with the Work under this Contract.

Each Bidder must be appropriately licensed as a General Contractor in compliance with NCGS 87.

No Bidder may withdraw their Bid within 60 days after the date of Bid opening.

The Owner reserves the right to reject any and all Bids and any part of a Bid and to waive formalities and technicalities in the bidding procedure.

Small, minority, and women's businesses and labor surplus area firms are encouraged to participate. Bidders shall make positive efforts to use small and minority-owned businesses and comply with NCGS 143-128.

A Pre-Bid Meeting will be held at the site at 10:00 a.m. on April 9, 2025. Potential Bidders are urged to attend.

Contract Documents may be examined at the following locations:

Cumberland County Solid Waste Management Department - (OWNER)  
698 Ann Street  
Fayetteville, NC 28301  
(910) 321-6920

Smith Gardner, Inc. - (ENGINEER)  
14 N. Boylan Avenue  
Raleigh, North Carolina 27603  
(919) 828-0577

Copies of the Contract Documents may be obtained at the offices of Smith Gardner, Inc. located at 14 N. Boylan Avenue, Raleigh, North Carolina 27603, upon payment of \$180.00 (non-refundable) for each set of documents. Each request for Contract Documents must be accompanied by a check made payable to "Smith Gardner, Inc." If sets are to be shipped, a non-refundable, sixty dollar (\$60) shipping and handling charge will be required. Electronic copies of Contract Documents are available at no cost.

Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addendums, obtained from any other source.

Cumberland County  
Solid Waste Management Department

## INSTRUCTIONS TO BIDDERS

### 1.0 Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE Document C-700 (2002 edition) shall have the meanings assigned to them in the General Conditions as modified, changed, added to, or deleted by the Supplementary Conditions.

### 2.0 Qualifications of Bidders

To demonstrate their qualifications for the Project, each Bidder shall submit with their Proposal satisfactory proof of their and all Subcontractor's qualifications to perform in a satisfactory manner and within the time specified in the Proposal, all of the work covered by the Contract Documents. Each Bidder shall submit, among other items, information, evidence, and statements with respect to the following (This information is also required for all major Subcontractors but may be provided after the bid upon request.):

- 2.1 That they are properly licensed.
- 2.2 That they have a well-trained and competent organization which has done work of similar character and value.
- 2.3 That they will have available adequate equipment and facilities to do the work at the proper time or times. The Bidder shall list equipment and facilities in such detail that they can be quickly and accurately checked.
- 2.4 That they have ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with a minimum of delay.
- 2.5 If the Bidder is a corporation or partnership, the names of all corporate officers or partners, and the name of the executive or partner who will give their personal attention to the work.
- 2.6 A financial statement indicating the financial history and viability of the Bidder and proposed Subcontractors.
- 2.7 A statement relating the Bidder's history over the last five years regarding project related litigation initiated by or against the Bidder.
- 2.8 A listing of completed projects by the Bidder and proposed Subcontractors similar in nature and magnitude to the work proposed herein. The information shall include, at a minimum, the following:
  - 1) Project Information (name, location, value, date)
  - 2) Owner Information (name, address, telephone number, contact person)
  - 3) Engineer Information (name, address, telephone number, contact person).

2.9 Statements that the Bidder has:

- 1) Never failed to complete a project: if so, explain.
- 2) A history of completing projects consistently on time and within the bid amount.

2.10 That they have an established safety program and that employees are well-trained and competent with regard to safety on similar projects of size and value. Bidders shall demonstrate experience by key personnel (Project Manager/Site Superintendent/Site Health and Safety Officer) to be assigned to this project which shall include, at a minimum, the following:

- 1) Number of lost workdays from OSHA 200 logs for the last three (3) years included with total number of employee workdays over the same period.
- 2) Worker's compensation experience modifier rate (EMR) for the last three (3) years.

2.11 With regard to **Schedule**, the qualifications statement of the Bidder may include a proposed, alternate time frame and schedule to complete the work under this Contract, in lieu of the time frame indicated by the Engineer in the Contract Documents. The Schedule shall include a breakdown by major components of the work (i.e. drilling, pipework, etc.). Favorable consideration will be given to the Bidder who can demonstrate and commit to a more expeditious schedule and earlier completion date.

All Subcontractors must be named and divulged at the time of Bid opening and included on the Bid forms. Failure to do so will be considered non-responsive and may be cause for rejection of the Bid by the Owner.

### **3.0 Minority Business Enterprise (MBE) Participation**

3.1 The Owner prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation and will pursue an affirmative policy of fostering, promoting, and conduction business with women and minority-owned business enterprises. The Owner has adopted a goal of 10% for participation by minority businesses where the project cost is three hundred thousand dollars (\$300,000) or more.

3.2 Definition of Minority Business:

3.2.1 The term "minority business" means a business:

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
- b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3.2.2 The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- e. Female.

3.2.3 The term “socially and economically disadvantaged individual” means the same as defined in 15 U.S.C. 637.

3.3 The Recipient and Bidders shall make a good faith effort to assure that MBE’s and WBE’s are utilized, when possible, as sources of goods and services. The good faith effort must include the following affirmative steps: (a) including small, minority, and women’s businesses on solicitation lists; (b) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women’s businesses; (d) establishing delivery schedules; and (e) using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce. **Please note that the solicitation efforts should include documentable follow up phone calls.**

3.4 Information regarding minority and women-owned businesses/contractors can be obtained from the following:

Office for Historically Underutilized Businesses  
1336 Mail Service Center  
Raleigh, NC 27699-1336  
Phone: (919) 807-2330  
Fax: (919) 807-2335  
[www.doa.nc.gov/hub](http://www.doa.nc.gov/hub)

## 4.0 Examination of Contract Documents and Site

- 4.1 Before submitting their Bid, each Bidder shall have the following responsibilities:
  - 4.1.1 examine the Contract Documents thoroughly;
  - 4.1.2 visit the site to familiarize himself with local conditions that may in any manner affect performance of the work;
  - 4.1.3 familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work;
  - 4.1.4 carefully correlate their observations with the requirements of the Contract Documents; and
  - 4.1.5 notify Engineer of all the conflicts, errors, or discrepancies in the Contract Documents and Drawings.
  - 4.1.6 the site shall be inspected only in the company of an authorized representative of the Owner with appointments made through the Ann Street MSW Landfill, Amanda Lee, P.E., Director of Solid Waste Management (Phone: (910) 321-6920).
- 4.2 Latent physical conditions at the site affecting performance of the work have been considered by the Engineer in preparing the Drawings and Specifications. Before submitting their Bid, each Bidder will, at their own expense, make such additional observations, surveys and investigations as they may deem necessary to determine their Bid Price for performance of the work within the terms of the Contract Documents. Any Bidder desiring access to the site for the purpose of additional investigations must advise the Owner for coordination of access (see contact information in Paragraph 4.1.6 above).
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4.0 of these Instructions to Bidders.

## 5.0 Interpretation

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to:

Smith Gardner, Inc.  
14 N. Boylan Avenue  
Raleigh, North Carolina 27603  
Attn.: Jesse C. Li, P.E.  
Fax Number: (919) 828-3899  
Phone Number: (919) 828-0577  
Email: [jesse@smithgardnerinc.com](mailto:jesse@smithgardnerinc.com)

Replies will be issued by Addenda, electronically mailed or otherwise delivered to all parties recorded by the Engineer as having received the bidding documents, and placed on the Cumberland County Vendor Self Service website (<https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>). Questions

received less than forty-eight (48) hours prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda, when issued, will be on file at the offices of the Owner and Engineer at least twenty-four (24) hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- 5.3 Complete sets of Contract Documents must be used in preparing Bids; neither the Owner or the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents (including incomplete Contract Documents due to compatibility or other issues when printing from provided electronic versions). The Owner and the Engineer in making copies of the Contract Documents available on the above terms do so only for the purpose of obtaining Bids for the work and do not confer a license or grant for any other use.

## **6.0 Bid Security**

Each Bid must be accompanied by a Bid Security which shall be an amount equal to five (5%) percent of the Bid amount. The required Bid Security must be in the form of a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to Owner, or a Bid Bond issued by a surety licensed to conduct business in North Carolina. The Bid Security of the successful Bidder will be retained until they have executed the Contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within fifteen (15) calendar days of the Notice to Award, the Owner may annul the Notice of Award and the Bid Security of the Bidder will be forfeited. The Bid Security of any other Bidder whom Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of (1) the seventh day after the executed Contract is delivered by the Owner to the Contractor and the required Contract Security is furnished, or (2) the sixty-first day after Bid opening. The Bid Security of other Bidders will be returned within fourteen (14) calendar days of the Bid opening.

## **7.0 Contract Time**

- 7.1 The number of days for completion of the work (the CONTRACT TIME) will be as set forth in the Agreement. The Contractor shall commence work on the date specified in the Notice to Proceed, and they shall complete the work within the stipulated Contract time.
- 7.2 Extension of the stipulated CONTRACT TIME will be provided for those normal working days that the Engineer determines that weather conditions prohibit Project work in accordance with the Supplementary Conditions.

## **8.0 Subcontractors**

- 8.1 If the Owner or the Engineer after due investigation has reasonable objection to any proposed Subcontractor, person or organization specified by the Bidder, they may require before giving the Notice of Award that the apparent low Bidder submit an acceptable

substitute without an increase in their Bid Price. If the Bidder declines to make any such substitution, the Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Any Subcontractor, other person or organization so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer. This does not remove responsibilities for said Subcontractor, supplier, etc. to comply with the Contract Documents.

- 8.2 The Contractor shall not be required to employ any Subcontractor, other person, or organization against whom they have reasonable objection.

## **9.0 Proposal Form**

- 9.1 Proposals shall be submitted on the Proposal Form furnished within the Contract Documents. Bidders agree that Proposals submitted on the specified Proposal Form, which is detached from the Contract Documents, will be considered and will have the same force and effect as if attached thereto.
- 9.2 All blank spaces for Bid prices in the Proposal Form shall be properly completed in ink in both words and numerals. In case of conflict between the Price in words and its equivalent shown in numerals, the words will take precedence. Blank spaces will be considered as zero (-0-). **PROPOSALS SHALL NOT BE CONDITIONAL, LIMITED, OR RESTRICTED IN ANY WAY.**
- 9.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown with the signature.
- 9.4 Bids by partnership must be executed in the partnership name and signed by a partner, with their title and the official address of the partnership shown below the signature. The Owner reserves the right to request submission of partnership documents to determine the authority of the partner to execute the instrument.
- 9.5 All names must be printed in ink below the signature on the Proposal Form.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

## **10.0 Submission of Proposals**

- 10.1 Proposals shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project Title, name and address of the Bidder, Contractor's License number, and be accompanied by the Bid Security and other required documents. No Proposal will be considered unless filed on or before the time and at the place designated in the Advertisement for Bids. Proposals received after the time set for the opening will be returned unopened.

- 10.2 Proposals sent by mail should be registered mail or express courier. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Cumberland County Solid Waste Management Department  
698 Ann Street  
Fayetteville, NC 28301  
(910) 321-6920  
Attn.: Amanda Lee, P.E., Director

Proposals sent by mail or courier, and arriving after the time for opening of Bids shall not be considered as valid Bids. In such instances, the Bidder shall have no claim against the Owner.

- 10.3 THE FOLLOWING FORMS AND INFORMATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

- 1) Entire Proposal Form including:
  - a. Bid Form;
  - b. Bid Security;
  - c. Qualifications of Bidders;
  - d. Proposed Subcontractors;
  - e. Identification of Minority Business Participation; and
  - f. Proposal Signature.
- 2) MBE Affidavit A or Affidavit B (as applicable).

Failure to submit all of the above forms and information with the Proposal may be just cause for rejection of the Proposal by the Owner in the Owner's sole discretion.

## **11.0 Modification and Withdrawal of Proposals**

- 11.1 Written or telegraphic modifications of Proposals may be accepted if received in accordance with the requirements for the submission of Proposals as provided in Article 10 above. Bidders are cautioned that if, in the opinion of the Owner or the Engineer such modifications are not explicit, or are in any sense subject to misinterpretation, then the Proposal so amended or modified will be subject to rejection.
- 11.2 Except as otherwise provided by law, any Bidder upon their properly notarized, written request received within 24 hours before Bids are opened will be given permission to withdraw their Proposal prior to the time scheduled for the opening of Bids. At the time of opening of the Proposals, when such Proposal is included, it will be returned to the Bidder unread. Errors, inaccuracies, or negligence on the part of the Bidder in preparing their Proposal confers no right for the withdrawal of the Proposal after it has been opened, except as otherwise provided by law.

## **12.0 Opening of Bids**

Proposals will be received and Bids publicly opened (unless obviously non-responsive) and read at the time and place indicated in the Advertisement for Bids.

### **13.0 Bids to Remain Open**

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Owner may, in their sole discretion, release any Bid and return the Bid security prior to that date.

### **14.0 Award of Contract**

- 14.1 The Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all non-conforming or conditional Bids or counter proposals.
- 14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and installed prices as requested in the Proposal forms. They will consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted, as required by Article 8 above. They may conduct such investigations as they deem necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.
- 14.3 If a Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the Owner and/or Engineer indicates to the Owner that the Award will be in the best interest of the Project and as otherwise provided by law.
- 14.4 The Owner will give the apparent successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. The Bidder will be required to execute the contract within fifteen (15) calendar days of date of Notice of Award of Contract and deliver to the Owner.
- 14.5 In addition, the successful Bidder, within the period stipulated in Paragraph 14.4, shall procure, execute, and deliver to the Owner and maintain, at their own cost and expense, a Performance Bond and a Payment Bond as specified in the General Conditions.
- 14.6 Failure or refusal of the Bidder whose Proposal is accepted to execute the Contract as hereinbefore provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Proposal, and in such event, the Owner at their option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the acceptance thereof shall be null and void. It is understood by the Bidder, in the event of the annulment of the Award, that the amount of the Bid Security submitted with the Proposal shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

## 15.0 Meetings

A non-mandatory Pre-Bid Meeting will be held at the time and place indicated in the Advertisement for Bids to discuss the Project and answer pertinent questions. Representatives of the Owner and Engineer will be available to answer questions and supervise a visit of the Project site.

## 16.0 Compliance With Laws

16.1 The Bidder's attention is directed to the fact that all applicable federal regulations, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract Documents throughout and they will be deemed to be included in the Contract Documents the same as though herein written out in full.

## 17.0 Coordination

The Contractor is reminded that they will be working in close proximity to an ongoing, active landfill operation and as such, should expect to encounter situations that could present access conflicts. In this event, the Contractor, being aware of this probability, and having worked in this environment in the past, shall always yield to the landfill operations, unless otherwise instructed by the Owner, without claim for delay and at no additional cost to the Owner. Refer to Section 01010, Paragraph G. "Coordination" for additional information.

## 18.0 Site Conditions

With the approval of the Owner, the Contractor will be permitted access to various areas of the property to perform the work under this Contract. However, in addition to other sections of these Contract Documents, the Contractor is responsible for returning these areas to at least their pre-construction condition at the completion of the work and also for maintaining all existing site features in at least pre-construction condition for the duration of the Contract at no additional cost to the Owner. This includes, but is not limited to, access roads, site areas, utilities, equipment, structures, etc. unless otherwise directed by the Owner at their sole discretion. Refer to Section 01010, Paragraph L. "Protection of Property" for additional information.

END OF SECTION

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# PROPOSAL

To: Cumberland County

From: Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Contractor's License No.: \_\_\_\_\_  
 Date of Bid: \_\_\_\_\_

The undersigned hereby signifies that it is their intention and purpose to enter into a formal Contract with Cumberland County (Owner), to furnish all labor, materials, tools, equipment, apparatus, supplies, etc., required and to do all the work necessary for and because of the construction, erection, and/or installation of the proposed

**Convenience Center & Recycling Facility Construction  
 Assembly Court Solid Waste Convenience Center &  
 Parkton Solid Waste Convenience Center**

in accordance with the Contract Documents, including the following Addenda (Bidder shall list to acknowledge receipt):

No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

There is deposited, herewith, a certified check or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of this Bid made payable to the Owner, the same to be refunded to the undersigned under the conditions of and in accordance with the terms of this Proposal which are as follows:

THAT: The undersigned has carefully examined the Drawings and Specifications and all other Contract Documents and fully understands them.

THAT: The undersigned has carefully examined the site of the project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting, or constructing any or all items of the Project.

THAT: The undersigned will provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials, and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Drawings and the requirements of the Engineers under them, in a first class manner.

THAT: The undersigned hereby declares that the only person, or persons, interested in the Bid as principal(s) is, or are, named herein; that no other persons have any interest in the Bid or in the Contract to be entered into; that this Bid is made without connection with any person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

THAT: The Owner reserves the right to reject any and all Bids and to waive formalities and technicalities in the Bidding procedure.

THAT: The rights of the Owner and the recommendations of the Engineers are not to be questioned in the Award of Contracts or the rejection of any or all Bids.

THAT: It is the intention of the Owner to let Contracts on the basis of the Bids received in accordance with the Contract Documents and in such manner as they may deem to be for the best interests of the Owner.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the undersigned will execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract price, as security for the faithful performance the Contract.

THAT: The undersigned shall submit, in the blank spaces provided, all data, guarantees, and other information called for.

THAT: The undersigned shall submit, herewith, drawings, cuts, and/or Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check or the Bid Bond, deposited herewith, will be returned to the undersigned.

THAT: Should this Proposal be accepted by the Owner and the undersigned fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check or the Bid Bond, deposited herewith, shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the required Bonds.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern.

THAT: The undersigned represents that they are properly licensed.

## **Bid Form**

### **Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center**

Bidder agrees to perform all the work described in the Specifications and shown on the Contract Drawings for the lump sum and unit prices listed in the Bid Schedule(s) below.

#### **Measurement and Basis for Payment:**

Some of the line items in the Bid Schedule(s) may include approximate quantities as estimated by the Engineer. The Contractor shall not rely on the quantities given, but shall instead estimate all quantities independently as required to complete the Proposal. The Bid Schedule(s) outlines each item and the corresponding lump sum or unit price listed by the Contractor. The price associated with each lump sum item shall be the full compensation paid for the work described, regardless of the Engineer's or Contractor's estimated quantity. For Lump Sum items, no claim shall be made by the Contractor for deviations between the Contractor's estimated and the actual quantity required to complete the work described, wherein no measurement will be made.

A description of measurement and payment for each Lump Sum and Unit Price Bid item can be found in Section 01025, Measurement and Payment, of these Specifications.

#### **Unit Price Deviations:**

The Bidder is responsible for providing unit prices consistent with typical industry norms for the work described. Unit prices which appear inconsistent with typical prices for similar work shall be justified by the Bidder at the request of the Engineer. Providing unit prices which do not reasonably reflect the work described, either high or low, which are not justified satisfactorily to the Engineer, may deem the Bidder non-responsive and invalidate the Bidder's Proposal.

**A1. Assembly Court Solid Waste Convenience Center Base Bid Schedule:**

Pay Item Number	Description	Spec. Reference	Estimated Quantity <sup>1</sup>	Units	Unit Cost	Extended Cost
1	Site Preparation	02110	2.3	AC	Lump Sum	
2	Excavation	02222	500	CY	Lump Sum	
3	Embankment	02223	3,700	CY	Lump Sum	
4	Over-Excavation & Backfill	02222, 02223	100	CY		
5	Aggregate Surfacing	02500	5,500	SY	Lump Sum	
6	Asphalt Paving	02500	1,500	SY	Lump Sum	
7	Concrete Paving	03310	200	SY	Lump Sum	
8	Drainage Channel: DC-1	02275	245	LF	Lump Sum	
9	Drainage Channel: DC-2	02275	200	LF	Lump Sum	
10	Drainage Channel: DC-3	02275	250	LF	Lump Sum	
11	Infiltration Trench	02270	1	LS	Lump Sum	
12	Silt Fence	02270	1,700	LF	Lump Sum	
13	Stone Filter Fence	02270	2	EA	Lump Sum	
14	Rip Rap Aprons	02271	1	EA	Lump Sum	
15	12" Diam. RCP (Class III) (Culvert C-1)	02270	45	LF	Lump Sum	
16	Water Line Tap, Installation, & Connection (Pending NCDOT & Fayetteville PWC Approval)	02616	430	LF	Lump Sum	
17	Sewer Line Connection & Installation (Pending NCDOT & Fayetteville PWC Approval)	02617	430	LF	Lump Sum	
18	Revegetation	02930	1	AC	Lump Sum	
19	Vegetative Buffer	-----	1	LS	Lump Sum	
20	Chain Link Fence	02820	1,320	LF	Lump Sum	
21	Attendant Building Construction	Drawings G101-S201	1	LS	Lump Sum	

Pay Item Number	Description	Spec. Reference	Estimated Quantity <sup>1</sup>	Units	Unit Cost	Extended Cost
22	Indoor Plumbing (Water + Sewer)	Drawing P101	1	LS	Lump Sum	
23	Exterior Lights	Drawings E1.1-E2.1	4	EA	Lump Sum	
24	Electrical (Indoor + Outdoor)	Drawings E1.1-E2.1	1	LS	Lump Sum	
25	Permit Fees & Coordination	-----	1	LS	Lump Sum	
26	Surveying Control	-----	1	LS	Lump Sum	
27	Bonds, Mobilization & Insurance	-----	1	LS	Lump Sum	

The TOTAL BASE BID PRICE for the pay items listed above is as follows:

(In Words) \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

(In Numbers) (\$ \_\_\_\_\_ )

Notes:

1. Engineer’s estimated quantities are based on in-place quantities. Areas and lengths are based on horizontally projected areas and lengths. No adjustments have been made for stripping topsoil, slopes, uneven contours, compaction factors, etc.

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE P-13. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

**A2. Parkton Solid Waste Convenience Center Base Bid Schedule:**

Pay Item Number	Description	Spec. Reference	Estimated Quantity <sup>1</sup>	Units	Unit Cost	Extended Cost
1	Site Preparation	02110	2.6	AC	Lump Sum	
2	Excavation	02222	5,000	CY	Lump Sum	
3	Over-Excavation & Backfill	02222, 02223	100	CY		
4	Aggregate Surfacing	02500	8,500	SY	Lump Sum	
5	Asphalt Paving	02500	200	SY	Lump Sum	
6	Concrete Paving	03310	400	SY	Lump Sum	
7	Infiltration Basin	02270	1	LS	Lump Sum	
8	Silt Fence	02270	1,300	LF	Lump Sum	
9	Stone Filter Fence	02270	5	EA	Lump Sum	
10	15" Diam. RCP (Class III) (Culverts C-1 & C-2)	02270	80	LF	Lump Sum	
11	Water Line Installation	-----	1	LS	Lump Sum	
12	Septic Sewage Line Installation	02617	1	LS	Lump Sum	
13	Revegetation	02930	1	AC	Lump Sum	
14	Vegetative Buffer	-----	750	LF	Lump Sum	
15	Wood Fence	-----	1,500	LF	Lump Sum	
16	Attendant Building Construction	Drawings G101-S201	1	LS	Lump Sum	
17	Indoor Plumbing (Water + Sewer)	Drawing P101	1	LS	Lump Sum	
18	Exterior Lights	Drawings E1.1-E2.1	15	EA	Lump Sum	
19	Electrical (Indoor + Outdoor)	Drawings E1.1-E2.1	1	LS	Lump Sum	
20	Permit Fees & Coordination	-----	1	LS	Lump Sum	
21	Surveying Control	-----	1	LS	Lump Sum	

Pay Item Number	Description	Spec. Reference	Estimated Quantity <sup>1</sup>	Units	Unit Cost	Extended Cost
22	Bonds, Mobilization & Insurance	-----	1	LS	Lump Sum	

The TOTAL BASE BID PRICE for the pay items listed above is as follows:

(In Words) \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

(In Numbers) (\$ \_\_\_\_\_ )

Notes:

1. Engineer's estimated quantities are based on in-place quantities. Areas and lengths are based on horizontally projected areas and lengths. No adjustments have been made for stripping topsoil, slopes, uneven contours, compaction factors, etc.

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE P-13. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

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### **Bid Security**

Accompanying this Proposal is a (a) \_\_\_\_\_ in the amount of (b) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

*Note: (a) Insert the words "certified check" or "bid bond" as the case may be.  
 (b) Amount must be equal to at least five percent (5%) of the Total Base Bid.*

### **Liquidated Damages**

The undersigned agrees, further, that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Contract, for each and every day that the work remains incomplete beyond the completion date specified in the Notice to Proceed or date established in a duly-executed change order which increases/decreases the Contract performance period. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

No Contractor shall have a claim against the Owner as a result of other construction Contractor's lack of progress or project completion.

	<b>Owner's Liquidated Damages</b>
Convenience Center & Recycling Facility Site Construction	\$500/day

Liquidated damages will be assessed for the above listed amount(s) for each and every day the work remains incomplete after the completion date(s) listed above.

Completion for above listed item(s) shall be defined as completely installed including all associated appurtenances, tested and ready for the intended service.

## **Qualifications of Bidders**

In order to assist the Owner in determining whether the Bidder is qualified to perform the work, as set forth in the Contract Documents, the Bidder shall furnish the information as required in the Instructions To Bidders and attach to this Proposal Form.

## Proposed Subcontractors

The Bidder shall provide names and contact information for the following subcontractors. If more than one firm is under consideration for this work, please list each additional firm below or on a separate attached sheet. If the Bidder intends to perform one or more of the tasks identified below, please note "To be Performed by (Bidder Name)". The Contractor whose bid is accepted shall not substitute any person or subcontractor in the place of the subcontractors listed below, except:

- A. If the listed subcontractor's bid is later determined by the Contractor to be non-responsible or non-responsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work; or
- B. With the approval of the Owner for good cause shown by the Contractor.

Note: Documentation that the Bidder has made a good-faith effort to recruit and select minority businesses for participation in the performance of the work is also required in the event that a substitute subcontractor is selected.

Task	Proposed Subcontractor Information		
	Firm Name, Address, and Phone #	Dollar Amount	% of Total
Surveying:			
Drilling:			
Other: _____			
Other: _____			

## **Minority Business Participation Requirements**

**Provide on the Bid:** Under GS 143-128.2(c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** the Bidder shall list the good faith efforts (MBE Affidavit A) made to solicit minority participation in the bid effort.

**Note:** A contractor that performs all of the work with its own workforce may submit MBE Affidavit B to that effect in lieu of MBE Affidavit A required above.

**After the Bid Opening:** The Owner will consider all bids and alternates and determine the lowest responsive, responsible Bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

MBE Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and MBE Affidavit D is not necessary;

OR

If less than the 10% goal, MBE Affidavit D of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must submit with their bid the Identification of Minority Business Participation form and MBE Affidavit A or Affidavit B as applicable. Failure to submit a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Identification of Minority Business Participation

I, \_\_\_\_\_,  
 (Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address, and Phone #	*Minority Category	Work	Dollar Amount	% of Total
<b>Total:</b>				

\*Minority Categories:      Black, African American (B); Hispanic (H); Asian American (A); American Indian (I); Female (F); Socially and Economically Disadvantaged (D)

**Proposal Signature**  
(Sign on Next Page)

**Corporation:**

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_ and the full names of its officers are as follows:

President: \_\_\_\_\_  
Vice-President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Manager: \_\_\_\_\_

and it does have a corporate seal. The \_\_\_\_\_ is authorized to sign construction proposals and Contracts for the company by action of its Board of Directors taken \_\_\_\_\_, a certified copy of which is hereto attached. *(Strike out this last sentence if not applicable.)*

**Partnership:**

The business is a partnership consisting of individual partners whose full names are as follows:

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

The partnership does business under the legal name of:

\_\_\_\_\_

**Individual:**

The Bidder is an individual whose full name is:

\_\_\_\_\_

and if operating under a trade name, said trade name is as follows:

\_\_\_\_\_

(SIGN BELOW)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Entity

(SIGN HERE)

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

\_\_\_\_\_  
Printed Name

SEAL  
(If Corporation)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

My Commission Expires: \_\_\_\_\_  
(SEAL)

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Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

## **Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

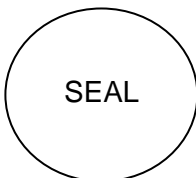
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

# State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

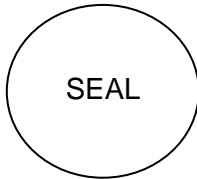
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_ (Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

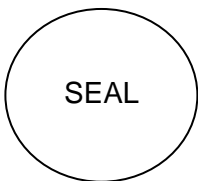
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

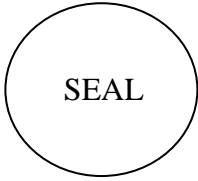
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**Instructions to Contractors and Requirements as to Form for this Contract**

Please observe the following in completing the attached Agreement:

1. The Owner may Contract with three types of legal entities.
  - (a) If the Contract is with an individual, that individual should sign the Agreement exactly as their name is set out. If the Contract is with an individually-owned business, the Contract should be with the individual owner, and not the named business.
  - (b) Signature on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of their authority to sign and bind the company.
  - (c) If the Contract is with a partnership, all members of the partnership should sign unless an authorized partner is so designated. Documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. The Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement should not be dated, except by the last person signing the Agreement.
5. Complete the Acceptance of Notice of Award.
6. Complete Page AG-3 in its entirety.
7. Complete Pages AG-5, AG-7, and AG-8 in their entirety.
8. Certificate of Insurance, Page AG-8:
  - (a) Article 5 of the General Conditions requires the Certificate of Insurance to list additional insureds in each policy issued.
  - (b) Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ...". If your certificate states this, the words "endeavor to" must be stricken in order to comply with the Contract Documents.
9. Four (4) copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Owner for signature, after which one duplicate will be returned to the Contractor.

10. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Cumberland County, party of the first part, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, party of the second part, hereinafter called the Contractor.

WITNESSETH

THAT, WHEREAS, a Contract for:

**Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center**

as prepared by Smith Gardner, Inc. has recently been awarded to the Contractor by the Owner at and for a sum equal to the aggregate cost of the work to be done and labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefor, in the Proposal attached hereto.

AND WHEREAS, it was one of the conditions of said Award that a formal Contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award, and that the Contractor shall commence the work to be performed under this Agreement on the date specified in the Notice to Proceed, and shall fully complete the same within **180 CONSECUTIVE CALENDAR DAYS**, thereafter unless the Contract Time is extended otherwise by the Contract Documents.

NOW THEREFORE, THIS CONTRACT FURTHER WITNESSETH THAT, the Contractor doth hereby covenant and agree with the Owner that they will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon them by said Contract Documents and the terms of said Award.

It is agreed and understood that the term "Contract Documents" means and includes the following:

1. Advertisement for Bids;
2. Instructions to Bidders;
3. Proposal;
4. Information/Documents provided with the Bid (i.e. qualifications, MBE affidavits, etc.)
5. Agreement;
6. Notices (Notice of Award; Notice to Proceed);
7. Bonds (Bid Bond; Performance Bond; Payment Bond);
8. General Conditions;
9. Supplementary Conditions;
10. Specifications (General Specifications; Technical Specifications);
11. Addenda (enumerated in Proposal); and
12. Contract Drawings.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the performance and payment Bonds hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds cease to be adequate to cover the performance or payment of the work, the Contractor shall, at their expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional Bond or Bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in a manner and form satisfactory to the Owner.

The Contractor shall make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon in accordance with the General Conditions and in a manner as required by law.

The Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the sum mentioned above, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

**Further Agreements:**

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

IN WITNESS WHEREOF, said (Legal Entity) \_\_\_\_\_  
has caused these presents to be signed in its corporate name by its \_\_\_\_\_  
\_\_\_\_\_, its corporate seal to be hereto affixed and attested by its  
secretary, and the Owner has caused these presents to be executed in its name by the officer indicated,  
attested, and its Official Seal to be affixed all by order of its County Commissioners as of the day and year  
first above written.

\_\_\_\_\_  
Legal Entity\*

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

\_\_\_\_\_  
Printed Name

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

ATTEST:

\_\_\_\_\_  
Secretary  
(SEAL)

**CUMBERLAND COUNTY**

ATTEST:

\_\_\_\_\_  
Andrea Tebbe  
Clerk to the Board

By: \_\_\_\_\_  
Kirk deViere, Chairman, Board of  
Commissioners

**\*Note:** If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above,  
together with the signature of the officer or officers authorized to sign Contracts on behalf of the  
Corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together  
with the signatures of all the partners; and if Contractor is an individual, their signature shall be placed  
above. If signature is by an agent other than an officer of a Corporation or a member of a partnership, a  
Power of Attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a  
Notary Public or other person authorized by law to execute such acknowledgment.

## Pre-Audit Certificate

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

---

Robin K. Deaver  
Finance Director

---

Clarence Grier  
County Manager

---

Kirk deViere  
Chairman, Board of Commissioners

Approved as to Content:

---

Amanda Lee, P.E.  
Solid Waste Management Director

Approved for Legal Sufficiency upon formal execution by all parties:

---

County Attorney's Office

### Contractor's Affidavit

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY that on this day personally appeared before me \_\_\_\_\_ with whom I am personally acquainted, who, being duly sworn, says that \_\_\_\_\_ is the \_\_\_\_\_ President and that the said \_\_\_\_\_ is the \_\_\_\_\_ Secretary of \_\_\_\_\_, the Corporation described in and which executed the foregoing Contract; that they know the common seal of said corporation; that the seal affixed to the said instrument is said common seal; that the name of the corporation was subscribed thereto by the said \_\_\_\_\_ President and that the said \_\_\_\_\_ President and \_\_\_\_\_ Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said Corporation, and said instrument is the act and Deed of said Corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

My Commission Expires: \_\_\_\_\_

(SEAL)

## Certificate of Insurance

(Attach)

# NOTICES

## Notice of Award

To: Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Project: Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center

You are hereby notified that the Owner has considered the Proposal submitted by you for the above-described project in response to its Advertisement for Bids dated May 2023.

It appears that it is to the best interest of said Owner to accept your Proposal in the amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for construction of the project (Convenience Center & Recycling Facility Construction – Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center).

You are required by the Instructions to Bidders to execute the formal Contract with the Owner and to furnish the required Contractor's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you otherwise the Bid Security may be forfeited to the Owner at the Owner's sole discretion.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

### CUMBERLAND COUNTY

BY: \_\_\_\_\_  
Amanda Lee, Director

DATE: \_\_\_\_\_

### Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name

TITLE: \_\_\_\_\_

This page intentionally left blank.

**Notice to Proceed**

To: Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Project: Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center

Contract No. \_\_\_\_\_ Contract Amount \$ \_\_\_\_\_

You are hereby notified to commence work on the referenced project on or before \_\_\_\_\_  
\_\_\_\_\_ and are to fully complete the work within **180**  
**CONSECUTIVE CALENDAR DAYS** thereafter. Your Contract completion date is therefore \_\_\_\_\_  
\_\_\_\_\_.

The Contract provides for assessment of the sum of \$500.00 as liquidated damages for each consecutive calendar day after the above established Contract completion date that the work remains incomplete.

**SMITH GARDNER, INC.**

BY: \_\_\_\_\_  
Jesse C. Li, Project Engineer

DATE: \_\_\_\_\_

This page intentionally left blank.

# BONDS

## Bid Bond

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL (Name and Address):

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

SURETY (Name and Address):

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

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

**Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center**

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for their faithful Performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## Performance Bond

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (See Note)

PRINCIPAL (Name and Address):

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

SURETY (Name and Address):

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

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

**Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center**

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: Date of Performance Bond must not be prior to date of the Agreement.

## Payment Bond

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. *(See Note)*

PRINCIPAL (Name and Address):

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

SURETY (Name and Address):

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

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

**Convenience Center & Recycling Facility Construction  
Assembly Court Solid Waste Convenience Center &  
Parkton Solid Waste Convenience Center**

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: Date of Payment Bond must not be prior to date of the Agreement.

## PREFERRED FORMS

(Note: Alternative Forms may be used as approved by the Owner and Engineer. Electronic versions of these forms are available)

This page intentionally left blank.

Pay Application No. \_\_\_\_\_

<b>Project:</b>	
Notice to Proceed:	
Completion Date:	

<b>Contractor:</b>	
ATTN:	

<b>Engineer:</b> Smith Gardner, Inc. (S+G)
ATTN:
14 N. Boylan Ave.
Raleigh, NC 27603

<b>Owner:</b>	
ATTN:	

**APPLICATION SUMMARY:**

**Application Period:** \_\_\_\_\_

1. Original Contract Sum:	\$0.00
2. Net Change by Change Order(s) to Date:	\$0.00
3. Contract Sum to Date (Line 1 + Line 2):	\$0.00
4. Work Completed to Date (See Attached Detail):	\$0.00
5. Materials Stored to Date (See Attached Detail):	\$0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):	\$0.00
7. Less Retainage: _____ 5 %	\$0.00
8. Amount Eligible to Date (Line 6 - Line 7):	\$0.00
9. Less Amounts Due from Previous Pay Applications:	\$0.00
<b>10. Amount Due this Application (Line 8 - Line 9):</b>	<b>\$0.00</b>
11. Balance to Finish, Including Retainage (Line 3 - Line 8):	\$0.00

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Pay Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Pay Applications were approved and payments received from the Owner, and that the current amount requested is now due.

<b>Certified for Contractor By:</b>		<b>Recommended for Approval By (S+G):</b>	
By:		By:	
Title:		Title:	
Date:		Date:	

<b>Approved for Owner By:</b>		<b>Approved By (Other - When Required):</b>	
By:		By:	
Title:		Title:	
Date:		Date:	





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Submittal Transmittal No.

Project:	<input type="text"/>
Owner:	<input type="text"/>
Contractor:	ATTN: <input type="text"/>

Date Transmitted:
1st Sub. <input type="text"/>
Re-Sub. <input type="text"/>
Prev. Transmittal Date: <input type="text"/>
Date Received:
Checked By:

No. Copies**	Description	Manufacturer or Supplier	Specification Section or Drawing No.	Action Taken*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\* The Action Designated Above is in Accordance with the Following Legend:

- |   |  |
|---|--|
| <p>A- Furnish as Submitted.</p> <p>B- Furnish as Noted. (See Comments Below.)</p> <p>C- Revise and Resubmit.</p> <ol style="list-style-type: none"> <li>1. Not enough information for review.</li> <li>2. No reproducibles submitted.</li> <li>3. Copies illegible.</li> <li>4. Not enough copies submitted.</li> <li>5. Wrong sequence number.</li> <li>6. Wrong resubmittal number.</li> <li>7. Wrong specification number.</li> <li>8. Wrong form used.</li> <li>9. See comments below.</li> </ol> | <p>D- Rejected.</p> <p>E- Engineer's Review Not Required.</p> <ol style="list-style-type: none"> <li>1. Submittal not required.</li> <li>2. Supplemental information. Submittal retained for informational purposes only.</li> <li>3. Information reviewed and approved on prior submittal.</li> <li>4. See comments below.</li> </ol> |
|---|--|

Comments:
<input style="height: 50px;" type="text"/>

Note that the Engineer's review of this submittal is confined to the general arrangement and compliance with the Contract Documents and does not relieve the Contractor of the responsibility of correcting all errors, deviations, and/or omissions which may be related to this submittal.

<input type="text"/>	
By:	<input type="text"/>
Title:	<input type="text"/>
Date:	<input type="text"/>

\*\*Distribution:  Owner  Contractor  Field  File  Other

This page intentionally left blank.



Change Order No.

Project:	<input type="text"/>
Owner:	<input type="text"/>
Contractor:	ATTN: <input type="text"/>

Contract No. (If Applicable):	<input type="text"/>
Date of Contract:	<input type="text"/>
Original Contract Price:	<input type="text"/>
Original Contract Period:	<input type="text"/>

It is agreed to modify the Contract referred to above as follows. Note that the changes included in this Change Order are to be accomplished in accordance with the terms, stipulations, and conditions of the original Contract (as amended) as though included herein.

Item No.	Description	Contract Price		Contract Time (Days)	
		Increase	Decrease	Increase	Decrease
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subtotal:		\$0.00	0.00	0	0
Net Difference:		\$0.00		0	

Contract Price Prior to this Change Order:	Contract Time Prior to this Change Order (Days):
<input type="text"/>	0

Net Increase (Decrease) of this Change Order:	Net Increase (Decrease) of this Change Order (Days):
\$0.00	0

Revised Contract Price with all Approved Change Orders:	Revised Contract Time with all Approved Change Orders (Days):
\$0.00	0

Accepted for Contractor By:	Recommended for Approval By (S+G):
<input type="text"/>	<input type="text"/>
By: <input type="text"/>	By: <input type="text"/>
Title: <input type="text"/>	Title: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>

Approved for Owner By:	Approved By (Other - When Required):
<input type="text"/>	<input type="text"/>
By: <input type="text"/>	By: <input type="text"/>
Title: <input type="text"/>	Title: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>

Distribution:  Owner  Contractor  Field  File  Other



Change Order - Line Item Breakdown:

Item No.	Description (Units)	Unit Cost		Total Cost	
		Quantity	Unit Cost	Increase	Decrease
<b>A. Unit Price Item Quantity Adjustments:</b>					
Subtotal:				\$0.00	\$0.00
Net Difference:				\$0.00	
<b>B. Additional Items:</b>					
Subtotal:				\$0.00	\$0.00
Net Difference:				\$0.00	



Change Proposal Request No.   
 (Not a Change Order)

Project:	<input type="text"/>
Owner:	<input type="text"/>
Contractor:	ATTN: <input type="text"/>

**Attention:**

The following change in the contract is proposed. A breakdown of the cost SHALL be attached and work shall not commence until authorized by Owner. Note that, if approved by Change Order, all work shall be accomplished in accordance with the terms, stipulations, and conditions of the original Contract (as amended).

Description:
<input type="text"/>

Net Increase (Decrease) of this Change Proposal Request:	Net Increase (Decrease) of this Change Proposal Request (Days):
\$0.00	0

Requested by Contractor:	
<input type="text"/>	
By:	<input type="text"/>
Title:	<input type="text"/>
Date:	<input type="text"/>

S+G Recommendation: <input type="checkbox"/> Accept <input type="checkbox"/> Reject	Owner Action: <input type="checkbox"/> Accept <input type="checkbox"/> Reject
<input type="text"/>	<input type="text"/>
By:	By:
Title:	Title:
Date:	Date:

Distribution:  Owner  Contractor  Field  File  Other

This page intentionally left blank.



Field Order No.

Project:	<input type="text"/>
Owner:	<input type="text"/>
Contractor:	ATTN: <input type="text"/>

**Attention:**

You are hereby directed to promptly execute this Field Order for minor changes in the Work without changes in Contract Sum or Contract Time. If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to Smith Gardner, Inc. immediately and before proceeding with this work. If your proposal is found to be acceptable and in proper order, the Field Order will, in that event, be superseded by a Change Order.

Reference:
------------

Description:
--------------

Attachments:
--------------

Comments:
-----------

<input type="text"/>	
By:	<input type="text"/>
Title:	<input type="text"/>
Date:	<input type="text"/>

Distribution:

Owner

Contractor

Field

File

Other

This page intentionally left blank.



Certificate of Substantial Completion

Project:	
Owner:	
Contractor:	ATTN:

Contract No. (If Applicable):	
Date of Issuance:	

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

This Certificate of Substantial Completion applies to the following specified parts of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents. \* (except as attached.)

The Work is hereby declared to be substantially complete with the Contract Documents on:

Date of Substantial Completion

A "Punch-List" of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete a Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within \_\_\_\_\_ days of the Substantial Completion.

\*A list of "excepted" Warranty items is attached hereto.

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

Executed By S+G (Engineer):		Accepted for Contractor By:	
By:		By:	
Title:		Title:	
Date:		Date:	

Accepted for Owner By:	
By:	
Title:	
Date:	

Distribution:  Owner  Contractor  Field  File  Other

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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 Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

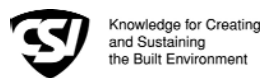
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 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 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, 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 between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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's 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.A 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. The General Requirements pertain to all sections 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 in connection with the Work.

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. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *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.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *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.

42. *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.

43. *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.

44. *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.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *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.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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.

52. *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 following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 which 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

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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 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*

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.

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 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. No progress payment shall be made to Contractor until acceptable schedules are 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

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3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, or Engineer, or any of, their Related Entities, 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 may discover 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 any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 knew or reasonably should have known 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, code, or instruction (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 or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or
2. reuse any of 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 adaption by Engineer.

B. The prohibition 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. Copies of data furnished by Owner or Engineer to Contractor or 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 of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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.

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

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site 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 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 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 and 11.03.

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, Owner and Engineer, and any of their Related Entities 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.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data 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; 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 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 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. 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:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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 consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

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 to Contractor written notice: (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, 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, 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

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### 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.

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 current 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 must be accompanied by a certified copy of the agent's authority to act.

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. 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 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 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.

#### 5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other 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, include as additional insured (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, 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 or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. 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.

#### 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 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, 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 an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, 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 caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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 additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery 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, 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 an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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 requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

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 to be listed as insureds or additional insureds (and the officers, directors, 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 additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 to be listed as insured or additional insured (and the officers, directors, 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, 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, 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 insureds, 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

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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. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

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,

3) it has a proven record of performance and availability of responsive service; and

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 that 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 in 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 Contractor's achievement of Substantial Completion on time;

b) whether or not 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 or not 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;

4) and 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 either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record 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 item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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 anything in the Contract Documents 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 an additional insured 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 primary 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.

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, 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. 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. 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 Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. 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 acceptable 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*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

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 determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have 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.

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 Drawing's 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, 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.

*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 Related Entities 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, 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 respective consultants, agents, officers, directors, partners, or employees 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, 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

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7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via 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, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their 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 actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

### 8.06 *Insurance*

A. Owner's responsibilities, if any, in 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 in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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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 and will not be changed without written consent of Owner and Engineer.

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. 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.

9.07 *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.

9.08 *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 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe 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.

9.09 *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.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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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, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. 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.B.

#### 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 notice 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) is required by the provisions of any bond to be given to a surety, 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) 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 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 Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement 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 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 accordance with this Paragraph 10.05.

**ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

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**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 include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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 at the Site. 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. 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. 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, 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, expresses, 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 and 11.01.B.

**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 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.

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 Paragraph 12.01.C.2.a 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 the Related Entities of each of them 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

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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. All 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, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site 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 said 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, it must, if requested by Engineer, be uncovered 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 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 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 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 days written notice to Contractor, correct or remedy any such deficiency.

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 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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. that 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 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 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; 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 corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined 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.

*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 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 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 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 will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion 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.7;

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 or Owner's property might in any way be responsible 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

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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 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

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### 16.01 *Methods and Procedures*

A. 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
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 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.

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## SECTION 0800

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition) as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions.

#### ARTICLE 2 - PRELIMINARY MATTERS

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

Amend Paragraph 2.03.A as follows:

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. By mutual consent of the parties to the Contract, these time limits may be changed.

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

##### 3.03 *Reporting and Resolving Discrepancies*

Add the following paragraph after Paragraph 3.03.B.1:

2. Where conflicts exist between these General Conditions, Supplementary Conditions, the General and Technical Specifications, the Asbestos Work Plan, and the Contract Drawings, the most stringent requirements shall govern.

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

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

Delete Paragraph 4.06.G in its entirety.

#### ARTICLE 5 - BONDS AND INSURANCE

##### 5.03 *Certificates of Insurance*

Delete Paragraph 5.03.B in its entirety and replace with the following:

B. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits 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 Liability Insurance*

Add the following paragraph after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- a. State: Statutory.
- b. Applicable Federal (e.g. Longshoreman's): Statutory.
- c. Employer's Liability: \$500,000.

2. Contractor's General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions, which shall include completed operations and product liability coverages.

- a. General Aggregate (Except Products - Completed Operations): \$2,000,000
- b. Products - Completed Operations Aggregate: \$2,000,000
- c. Personal and Advertising Injury (Per Person/Organization): \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
- f. Excess or Umbrella Liability:
  - 1) General Aggregate: \$2,000,000
  - 2) Each Occurrence: \$2,000,000.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
  - Each Person: \$1,000,000
  - Each Accident: \$1,000,000
- b. Property Damage:
  - Each Accident: \$1,000,000
- c. Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000.

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
  - Each Accident: \$1,000,000
  - Annual Aggregate: \$2,000,000
- b. Property Damage:
  - Each Accident: \$1,000,000
  - Annual Aggregate: \$2,000,000

5. The entities listed below and their respective officers, managers, directors, employees, and consultants are to be added as Additional Insureds on the Contractor's General Liability insurance policy by attachment of ISO Forms CG2026 (04/13) and CG2037 (04/13) or form(s) providing equivalent coverage:

<u>Owner:</u>	<u>Cumberland County</u>
<u>Engineer:</u>	<u>Smith Gardner, Inc. (S+G)</u>
<u>CQA Engineer:</u>	<u>TBD</u>

5.05 *Owner's Liability Insurance*

Delete in its entirety.

5.06 *Property Insurance*

Delete in its entirety.

5.07 *Waiver of Rights*

Delete in its entirety.

5.08 *Receipt and Application of Insurance Proceeds*

Delete in its entirety.

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

Delete in its entirety.

5.10 *Partial Utilization, Acknowledgement of Property Insurer*

Delete in its entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.06 *Concerning Subcontractors, Suppliers, and Others*

Amend Paragraph 6.06.B as follows:

B. If the ~~Supplementary Conditions~~ Instructions to Bidders 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~~ Instructions to Bidders, 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.

6.10 *Taxes*

Add the following paragraph after Paragraph 6.10.A:

B. Sales and Use Tax Documentation

1. Pursuant to North Carolina General Statutes, Section 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 documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding request for refund of sales and use taxes. Those requirements are outlined as follows:

a. All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant (Owner) during the fiscal year covered by the refund claim may be included in the claim.

b. Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a breakdown must be attached to the claim for refund showing the amount of each county's local tax separately.

c. To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or 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 therein by Contractor. Similar certified statements by their subcontractors must be obtained by Contractor and furnished to the claimant. Any local sales or use taxes included in Contractor's statement 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 such contractors 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 being erected, altered, or repaired for the governmental entities as defined by NCGS 105-164(c). Examples of property on which sales and use tax has been paid by Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair, parts and equipment rentals, blueprints, etc.

2. Contractor shall submit a notarized sales tax certificate(s) which meet the requirements detailed above with each monthly payment request. Payment will not be made until the sales tax certificate(s) has been submitted to Owner.

6.20 *Indemnification:*

Amend Paragraph 6.20.A as follows:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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, civil penalties, fines, 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.

Add the following paragraph after Paragraph 6.20.C:

D. Nothing in the Contract Documents shall create or give to third parties any claim or right of action against Contractor, Owner, or Engineer beyond such as may legally exist irrespective of the Contract.

ARTICLE 7 - OTHER WORK AT THE SITE

7.02 *Coordination*

Delete in its entirety.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.02 *Replacement of Engineer*

Delete in its entirety.

8.11 *Evidence of Financial Arrangements*

Delete in its entirety.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

Add the following to the end of Paragraph 11.01A:

The work to be done by Contractor, specified and enumerated under this contract, shall include any minor details of the work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for the proper completion of the work, which shall be considered incidental and as being a part of and included with the work for which prices are given in the Bid Form. Contractor will not be entitled to any additional compensation therefor.

Amend Paragraph 11.01.A.5.c as follows:

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. These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the "Compilation of Rental Rates for Construction Equipment" as published by the Associated Equipment Distributors. Charges per hour shall be determined by dividing the monthly rates by 176. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

11.03 *Unit Price Work*

Delete Paragraph 11.03.D in its entirety and replace with the following:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the Bid price of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty percent (20%) from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variation in the quantity of Unit Price Work performed.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.03 *Delays*

Add the following paragraphs after Paragraph 12.03.E:

F. *Weather Delay Days*: Contract Time extensions for abnormal weather conditions (“Weather Delay Days”) will be allowed if the cumulative number of Weather Delay Days is greater than the number shown in the table below (Standard Baseline) for the applicable month. Weather Delay Days shall be determined as follows:

Standard Baseline\*:

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
<u>6</u>	<u>7</u>	<u>6</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>8</u>	<u>7</u>	<u>5</u>	<u>5</u>	<u>7</u>

\* Based on Days With  $\geq$  0.10 Inches Rainfall. Data from SE Regional Climate Center, Fayetteville, NC Weather Station, 2000-2022.

1. A Weather Delay Day may be counted if one or more of the following conditions prevents work on the project for fifty percent (50%) or more of the Contractor’s scheduled work day and critical path construction activities were included in the day’s schedule:

- a. Precipitation (rain, snow, or ice) of at least one-tenth (0.10) inch, liquid measure;
- b. Temperatures that do not rise above that required for the day’s construction activity, if such temperature requirement is specified or accepted as standard industry practice;
- c. Sustained wind in excess of twenty five (25) miles per hour; or
- d. There is a hindrance to site access or site work based on at least one-half (0.5) inch of precipitation which occurred on an immediately prior day or over a consecutive day period since the last day worked and Contractor has taken all reasonable accommodations to avoid such hindrance (“Impact Day”).

2. Additionally, the following stipulations apply to the determination of allowable Weather Delay Days and applicable Contract Time extensions:

- a. Sundays and designated holidays shall not be allowed as Weather Delay Days unless specifically defined as normal work days in the Contract.
- b. Consecutive Impact Days shall not be allowed as Weather Delay Days unless conditions warrant (i.e. resulting from significant precipitation event (at least two (2.0) inches), snow/ice, etc.) and if recommended by the Engineer based on other site factors (temperatures, soil conditions, etc.).
- c. An extension of the Contract Time for Weather Delay Days shall be requested in writing to the Engineer within 60 calendar days of the applicable Weather Delay Day along with all required documentation. Such requests made after the 60 calendar day limitation will not be considered. Required documentation shall include:
  - 1) Actual weather data (site weather station (if applicable), nearest NOAA weather station, or other independently verified source approved by Owner and Engineer at the beginning of the project); and
  - 2) Daily Contractor work logs showing the timing of precipitation events and which and to what extent critical path construction activities were affected by weather.

G. Owner, at Owner's sole discretion, may waive the requirements of Paragraph 12.03.A and grant extensions to the Contract Time for any reason Owner deems valid.

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

13.03 *Tests and Inspections*

Delete Paragraph 13.03.B in its entirety and replace with the following:

B. Owner shall employ and pay for inspections and testing services specifically noted as such in the Contract. All others required shall be the responsibility of Contractor.

Add the following paragraph after Paragraph 13.03.F:

G. Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the site. These tests if made will be conducted in accordance with the appropriate referenced standards or Specification requirements. The entire shipment represented by a given sample, samples, or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to Owner.

13.05 *Owner May Stop the Work*

Amend Paragraph 13.05.A as follows:

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, or if the Work interferes with the operation of the existing facility 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*

Add the following paragraph after Paragraph 13.06.B:

C. At any time during the progress of the Work and up to the date of final acceptance, Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

Add the following paragraph after Paragraph 14.01.A:

B. If requested to do so, Contractor shall submit for Engineer's approval, a complete breakdown of all Lump Sum Items in the Proposal. This breakdown, modified as directed by Engineer, will be used as a basis for preparing estimates and establishing progress payments.

14.02 *Progress Payments*

Delete Paragraph 14.02.A.3 in its entirety and replace with the following:

3. Applications for Payment shall include the percentage of the total amount of the Contract which has been completed from the start-up of the Project to and including the last day of the preceding month, or other mutually agreed upon day of the month accompanied by such data and supporting evidence as Owner or Engineer may require.

Forms to be used shall be prepared by Contractor and submitted to Engineer for approval and recommendation for payment by Owner. At the option of Owner, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the Work, pursuant to the following conditions:

- a. Equipment or materials stored on the site shall be properly stored, protected, and maintained.
- b. For any partial payment Contractor shall submit, with their monthly progress payment from each material or equipment manufacturer, bills or invoices indicating actual stored material cost.
- c. Contractor shall submit evidence that they have paid for materials or equipment stored and for which Engineer has authorized partial payment and previous progress payments, prior to submission of the next monthly payment request.

Owner will retain five percent (5%) of the amount of each such estimate until Work covered by the Contract is fifty percent (50%) complete. When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer or Owner has been corrected by the Contractor and accepted by the Engineer or Owner. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent Application for Payment up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

If Owner determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at two and one-half percent (2.5%) of the original Contract amount (when the work is 50% complete) and to pay all subsequent Applications for Payment to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to two and one-half percent (2.5%) of the original Contract amount when the work is one hundred (100) percent complete.

Amend Paragraph 14.02.B.5.d and add Paragraphs 14.02.B.5.e-g as follows:

- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02A-; or
- e. Contractor has failed to make payment to subcontractors or suppliers or for labor; or
- f. Contractor has failed to make acceptable submittals in accordance with accepted schedules; or
- g. Liability for liquidated damages has been incurred by Contractor.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

Add the following paragraph after Paragraph 15.01.A:

B. Should Owner suspend Work due to repeated unsafe Work conducted by Contractor which is confirmed by subsequent inspection by the governing safety agency (State, Federal, or local), Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to this delay.

15.02 *Owner May Terminate for Cause*

Amend Paragraph 15.02.A.2 as follows:

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction (including those governing employee safety);

15.03 *Owner May Terminate for Convenience*

Delete Paragraph 15.03.A.3 in its entirety.

Add the following paragraph after Paragraph 15.04:

15.05 *Assignment of Contract*

A. Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or of their legal right, title, or interest in or to the same or to any part thereof, without the prior written consent of Owner. Contractor shall not assign by power of attorney or otherwise any monies due them and payable under this Contract without the prior written consent of Owner. Such consent, if given, will in no way relieve Contractor from any of the obligations of this Contract. Owner shall not be bound to abide by or observe the requirements of any such assignment.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

Add the following paragraph after Paragraph 17.01.A:

B. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Any notice to Contractor, from Owner and Engineer, relative to any part of this Contract shall be in writing.

Add the following paragraph after Paragraph 17.05:

17.06 *MBE Documentation for Contract Payments*

A. Unless otherwise directed by Owner, Contractor shall submit a certified form(s) with each monthly payment request (including final payment), which documents the use of minority business enterprise (MBE) participation. Payment will not be made until this form(s) has been submitted to Owner.

Add the following article after Article 17:

ARTICLE 18 - LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

18.01 *Liquidated Damages*

A. If Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by Owner in accordance with Article 12, then Contractor will pay to Owner the amount for liquidated damages as specified in the Contract for each calendar day that Contractor shall be in default after the time stipulated in the Contract Documents.

Add the following article after Article 18:

ARTICLE 19 - MISCELLANEOUS ADDITIONAL REQUIREMENTS

19.01 *Compliance with E-Verify Requirements*

A. Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

19.02 *Restricted Companies Lists*

A. Contractor represents it is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 (“Iran Divestment Act”) and also represents that it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

END OF SECTION

# General Specifications

## Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

Prepared for:

**Cumberland County Solid Waste Management Department  
Fayetteville, North Carolina**

**March 2025**

**SMITH+GARDNER**

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# Convenience Center & Recycling Facility Construction Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

## General Specifications

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## SECTION 01010

### SUMMARY OF WORK

#### A. Scope of Work

1. The work to be done under this Contract and in accordance with these Specifications consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the Project.

The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.

2. The principal features of the work to be performed under this Contract include:

ASSEMBLY COURT SOLID WASTE CONVENIENCE CENTER & RECYCLING FACILITY CONSTRUCTION: Includes installation of all erosion and sedimentation control measures, entrance and driveway construction and paving, parking area construction and aggregate surfacing, chain link fence installation, vegetative buffer installation, water and sewer lateral taps and installation, attendant building construction, plumbing, and electrical installation.

PARKTON SOLID WASTE CONVENIENCE CENTER & RECYCLING FACILITY SITE CONSTRUCTION: Includes installation of all erosion and sedimentation control measures, entrance and driveway construction and paving, parking area construction and aggregate surfacing, fence installation, vegetative buffer installation, water well installation, septic system installation, attendant building construction, plumbing, and electrical installation.

The foregoing description(s) shall not be construed as a complete description of all work required.

#### B. Contract Drawings

The work to be done is shown on the sets of Contract Drawings entitled:

“Assembly Court Solid Waste Convenience Center– Convenience Center & Recycling Facility” dated March 2025 by Smith Gardner, Inc.

AND

“Parkton Solid Waste Convenience Center” dated March 2025 by Smith Gardner, Inc.

AND

“Attendant Building – Assembly Court Solid Waste Convenience Center” dated March 2025 by Gontram Architecture, Inc.

### **C. General Arrangement**

1. The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment they propose to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work.
2. The specific equipment proposed for use by the Contractor on the Project may require changes in or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary drawings and details showing such changes to verify conformance with the overall Project requirements and overall Project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed materials and equipment.
3. The following materials will be supplied by the Owner:
  - a. On-site soil suitable for structural fill (Embankment).

### **D. Construction Permits, Easements, and Encroachments**

1. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Contract Drawings. The Contractor shall verify that these agreements have been obtained and shall comply with the conditions set forth in each agreement.
2. The Contractor shall obtain, keep current, and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
3. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency, or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to their operations on this Project.
4. The Contractor is responsible for all transportation permits required for performance of this Contract.

### **E. Time of Work**

1. The normal time of work for this Contract shall generally be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Additionally, no work shall be performed on the following legal holidays should they occur during the Contract Time:

- |                                |                          |
|--------------------------------|--------------------------|
| 1. New Year's Day              | 5. Independence Day      |
| 2. Martin Luther King, Jr. Day | 6. Labor Day             |
| 3. Good Friday                 | 7. Thanksgiving (2 Days) |
| 4. Memorial Day                | 8. Christmas (2 Days)    |

When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

The Contractor may elect to work beyond these times or on Sundays (only as approved in advance by the Owner) provided that all costs incurred by the Owner for additional engineering or landfill site staff required to be present during non-landfill hours shall be borne solely by the Contractor. Similarly, the Owner shall deduct the cost of additional inspection/monitoring or other required support service costs from monies due the Contractor.

Note that during periods of short daylight, the Contractor is required to provide ample temporary lighting as described in the following paragraph.

2. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided, maintained, and paid for by the Contractor at no additional cost to the Owner. The Contractor shall take all necessary steps and precautions to ensure a safe workplace for night work including compliance with all applicable statutes, ordinances, rules, and regulations.
3. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy, or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. The Contractor shall carefully protect their work against damage or injury from the weather, and when work is permitted during freezing weather, they shall provide and maintain approved facilities for heating the materials and for protecting the partially completed and finished work.

## **F. Surveys and Layout**

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the Engineer. Elevations of existing ground and appurtenances shown on the Contract Drawings are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
2. All survey work for construction control purposes shall be made by the Owner at their expense. The Owner shall provide a competently qualified survey party under the supervision of a Registered Land Surveyor, all necessary instruments, stakes, and other material to perform the work.

3. The Owner shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the Owner shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines, and elevations.
4. The Contractor shall have the responsibility to carefully preserve the bench marks, reference points, and stakes, and in the case of destruction thereof by the Contractor or resulting from their negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, and stakes.
5. Existing or new control points, property markers, and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor at no cost to the Owner and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
6. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance and adequate time to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of their work.

7. GPS-Based Grading Systems:

If any global positioning system (GPS) based computer equipment is to be used in the grading of the site, the Contractor shall submit the digital data, GPS build file, or model surface in an AutoCAD compatible format to the Engineer for approval prior to construction.

8. Record (As-Built) Drawings:

For this project, the Owner shall prepare and furnish one (1) reproducible and one (1) digital set of Record (As-Built) Drawings to the Engineer.

The Record Drawings shall indicate all critical locations/elevations of structures, earthwork, piping, roads, utilities, existing benchmarks, etc. Refer to the individual sections of these Specifications (where applicable) for additional requirements of each drawing.

The scale, level of detail, and format of the Record Drawings must be to the satisfaction of and approval by the Engineer. The digital drawings shall be readable by AutoCAD Version 2000 or later in the \*.DWG or \*.DXF format. Topographical maps shall be drawn at full scale in 3-dimensional polylines with X, Y, and Z labeled accurately for each. The layering system shall have descriptive names easily discernible as to the content of the drawing or a layer code sheet shall be provided explaining the layering system. The drawings shall be produced in a fashion that conforms with industry computer aided drafting standards.

10. Tolerances:

For this project, the maximum allowable deviation from the lines and grades, as shown on the Contract Drawings, are shown in the following table.

Survey Item	Tolerance
Horizontal Location:	± 1.0 Feet

**G. Coordination**

1. The Contractor shall allow the Owner or their agents, and other Project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with their work, or in connection with normal use of the facilities.
2. Each Contractor shall cooperate fully with the Owner, the Engineer, and all other Contractors employed on the work, to effect proper coordination and progress to complete the Project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.
3. Each Contractor shall assume full responsibility for the coordination of all parts of their work with that of other Contractors. Each Contractor's Superintendent shall coordinate all work with other Contractors in the laying out of work. Each Contractor shall lay out their own work in accordance with the Contract Drawings, Specifications, and instructions of latest issue and with due regard to the work of other Contractors.
4. Periodic coordinating meetings shall be held per Section 01200, Project Meetings, of these Specifications.
5. Active Landfill Operations:

The Contractor shall coordinate their work with that of the Owner and Owner's personnel so as to not create any disruption to the access or operation of the active LCID landfill areas or the active borrow and stockpile areas. The Owner and Contractor will agree on the use of borrow and stockpile areas prior to construction.

**H. Additional Engineering Services**

1. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine

and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

2. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

## **I. Additional Owner's Expenses**

1. In the event the work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due them. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
2. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$1,200 per day for engineering personnel, travel time and expenses, and any other direct reimbursable items, based on an eight-hour workday.
3. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

## **J. Protection of Property**

1. The Contractor shall be responsible for the preservation and protection of property adjacent to and within the work site against damage or injury as a result of their operations under this Contract. Any damage or injury occurring on account of any act, omission, or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the sole expense of the Contractor to an equal or superior condition than previously existed.
2. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, their employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of their responsibility hereunder.

3. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at their own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

## **K. Fire Protection**

1. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
2. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

## **L. Chemicals**

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable Federal, State, and/or local rules and regulations. Material safety data sheets (MSDS) shall be submitted as requested by the Owner.

## **M. Existing Utilities and Structures**

1. The term existing utilities shall be deemed to refer to both publicly and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers, leachate piping, landfill gas (LFG) piping and wells, and all appurtenant structures.
2. Where existing utilities and structures are indicated on the Contract Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work within the Contract limits.
3. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this Project. This determination shall be based on the actual

locations, elevations, slopes, etc. of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Contract Drawings. If an interference exists, shown or not shown in the Contract Drawings, the Contractor shall immediately cease work in the area of the interference and shall report to the Engineer for further direction.

4. If the Engineer agrees that an interference exists, they shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
5. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at their own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
6. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at their discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

**N. Ultimate Disposition of Claims by One Contractor Arising from Alleged Damage by Another Contractor**

1. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this Project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
2. If at the Engineer's discretion, they determine that the Contractor is not coordinating their work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
3. If the Contractor notifies the Engineer in writing that another Contractor on this Project is failing to coordinate their work with the work of this Contract as directed, the Engineer must investigate the charge within 2 business days. If the Engineer finds it to be true,

they must issue such directions to the other Contractor with respect thereto as the situation may require. However, neither the Owner, the Engineer, nor any of their agents shall be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.

4. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims or judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions.
5. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover as allowed by law such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.
6. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at their own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims and judgments.
7. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

## **0. Applicable Standards and Codes**

1. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for Bids.
2. All materials, products, and procedures used or incorporated in the work shall be in strict conformance with applicable codes, regulations, specifications, and standards.
3. A partial listing of codes includes the following:
  - a. National Fire Codes.
  - b. Underwriters Laboratories, Inc.

- c. National Electrical Manufacturer's Association
- d. American National Standards Association
- e. Regulations and Standards of the Occupational Safety and Health Act (OSHA)
- f. Uniform Building Code (UBC)
- g. American Society for Testing and Materials (ASTM).

The following is a partial list of typical abbreviations which may be used in the Specifications, and the organizations to which they refer:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
DIPRA	Ductile Iron Pipe Research Association
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
Fed Spec	Federal Specifications
GRI	Geosynthetic Research Institute
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
ISO	Insurance Services Offices
NBS	National Bureau of Standards
NCDOT	North Carolina Department of Transportation
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
PCI	Precast Concrete Institute
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey

- 4. The Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.
- 5. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the Contractor.

**P. Limits of Work Area**

- 1. The Contractor shall confine their construction operations within the Contract limits shown on the Contract Drawings and/or property lines and/or fence lines. Storage of

equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the Owner's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

2. Damage or impact by the Contractor to areas within or outside the Contract limits shall be the sole responsibility of the Contractor to remedy (including fines) the impact/damage to at least prior condition/function. This shall include sensitive areas including, but not limited to, wetlands and archeological sites.

**Q. Weather Conditions**

The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to, but not limited to, floods, driving rain, wind, and snow/ice storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

**R. Periodic Cleanup: Basic Site Restoration**

1. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from their operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
2. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.
3. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
4. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent

deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due them.

**S. Use of Facilities Before Completion**

1. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by their issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
2. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues their Certificate of Substantial Completion covering that portion of the work to be placed in service.
3. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, their agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

**T. Asbestos Containing Materials**

It is not anticipated that asbestos containing materials will be encountered during construction. However, if asbestos containing material is encountered, the Contractor shall comply with all Federal, State, and local regulations including applicable NESHAP and OSHA regulations. The attached asbestos work plan is intended to provide direction for the Contractor involved in waste disturbing activities in areas with known or suspected asbestos-contaminated waste, or where asbestos-contaminated waste is discovered. Note that the Accredited Asbestos Inspector (AAI) will be provided through the Engineer.

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### A. General

This section includes the units and methods of measurement and the basis of payment for work done under this Contract. The work required for each item shall be as required and/or reasonably implied by the Contract Documents to complete the work. Note that all measurement work shall be subject to verification (surveyed or otherwise) by the Owner.

#### B. Measurement and Payment

1. Section 02110: Site Preparation:

All work required for Site Preparation shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

2. Section 02222: Excavation:

All work required for Excavation shall be included for payment in the Contractor's Lump Sum Price for this work, except for:

- a. Overexcavation and Backfill - Soil, which includes the overexcavation of unsuitable soils, the backfilling of the excavation with structural fill, and the stockpiling of unsuitable soils where designated by the Owner shall be included for payment in the Contractor's Unit Price Bid for this work, per cubic yard in-place. Measurement of this quantity shall be made by the Contractor with oversight and approval by the Owner's representative. Where an area of overexcavation appears to exceed 1,000 CY and, if requested by the Engineer, measurement of this quantity shall be made by the Contractor's surveyor.

3. Section 02223: Embankment:

All work required for Embankment shall be included for payment in the Contractor's Lump Sum Price for this work.

4. Section 02500: Roadway Work:

All work required for Roadway Work shall be included for payment in the following item:

- a) Aggregate Surfacing, which includes related earthwork and materials shall be included for payment in the Contractor's Lump Sum Price for this work.
- b) Asphalt Paving, which includes related earthwork and materials shall be included for payment in the Contractor's Lump Sum Price for this work.

- c) Concrete Paving, which includes related earthwork and materials shall be included for payment in the Contractor's Lump Sum Price for this work.

5. Section 02270: Erosion and Sedimentation Control:

All work required for Erosion and Sedimentation Control shall be included for payment in for the following item:

- a) Assembly Court Drainage Channels (DC-1, DC-2, and DC-3), which includes related earthwork and materials (including RECPs), shall be included for payment in the Contractor's Lump Sum Price for this work.
- b) Assembly Court Infiltration Trench, which includes related earthwork and materials, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
- c) Parkton Infiltration Basin, which includes related earthwork and materials, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
- d) Silt Fence, which includes related earthwork and materials, shall be included for payment in the Contractor's Lump Sum Price for this work.
- e) Stone Filter Fence, which includes related earthwork and materials, shall be included for payment in the Contractor's Lump Sum Price for this work.
- f) Reinforced Concrete Pipe (RCP), which includes related earthwork and materials, shall be included for payment in the Contractor's Lump Sum Price for this work.

6. Section 02271: Rip Rap Aprons:

- a) All work required for Rip Rap Aprons shall be included for payment in the Contractor's Lump Sum Price for this work.

7. Section 02614: HDPE Pipe:

All work required for HDPE Pipe will be related to the Assembly Court Water Line Connection & Installation and Parkton Water Line Installation shall be included for payment in the following items:

- a) Assembly Court Water Main Tap, which includes materials and all related items and appurtenances required to tap into the existing public water main on Assembly Court, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
- b) Assembly Court Water Lateral Installation, which includes materials and all related items and appurtenances required for the installation of approximately 430 LF of 1" dia. IPS PE pipe shall be included for payment in the Contractor's Lump Sum Price for this work.

- c) Assembly Court Flow Meter and Backflow Preventer Installation, which includes materials and all related items and appurtenances shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
- d) Parkton Water Line Installation, which includes materials and all related items and appurtenances required for the installation of a 1" dia. IPS PE water line from the water well (by owner) to the attendant building shall be included for payment in the Contractor's Lump Sum Price for this work.

8. Section 02616: PVC Pipe:

All work required for PVC Pipe will be related to the Assembly Court Sewer Line Connection & Installation and Parkton Gravity Flow Sewage Line shall be included for payment in the following items:

- a) Assembly Court Sewer Manhole Connection, which includes materials and all related items and appurtenances required to connecting to the existing public sewer manhole on Assembly Court, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
- b) Assembly Court Sewer Lateral Installation, which includes materials and all related items and appurtenances required for the installation of approximately 310 LF of 6" dia. PVC pipe shall be included for payment in the Contractor's Lump Sum Price for this work.
- c) Parkton Gravity Flow Sewage Line, which includes materials and all related items and appurtenances required for the installation of a 4" dia. PVC gravity sewer line from the attendant building to the septic system (by owner) shall be included for payment in the Contractor's Lump Sum Price for this work.

9. Section 02617: Ductile Iron Pipe:

All work required for Ductile Iron Pipe will be related to the Assembly Court Sewer Line Connection & Installation shall be included for payment in the following items:

- a) Assembly Court Sewer Lateral Installation, which includes materials and all related items and appurtenances required for the installation of approximately 120 LF of 6" dia. ductile iron pipe shall be included for payment in the Contractor's Lump Sum Price for this work.

10. Section 02930: Revegetation:

All work required for Revegetation shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

11. Vegetative Buffer:

All work required for Vegetative Buffer shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

12. 02820: Chain Link Fence (Assembly Court):

All work required for Chain Link Fence at Assembly Court shall be included for payment in the Contractor's Lump Sum Price for this work.

13. Wooden Fence (Parkton):

All work and materials required for Wooden Fence at Parkton shall be included for payment in the Contractor's Lump Sum Price for this work.

14. Attendant Building Construction:

All work and materials required for Attendant Building Construction shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

15. Indoor Plumbing (Water & Sewer):

All work and materials required for Indoor Plumbing (Water + Sewer) shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

16. Exterior Lights:

b) All work and materials required for the installation of Exterior Lights shall be included for payment in the Contractor's Lump Sum Price for this work.

17. Section 16050: Electrical (Indoor & Outdoor):

All work and materials required for Electrical (Indoor + Outdoor) shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

18. Permit Fees & Coordination:

All work and materials required for Permit Fees & Coordination shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

19. Surveying Control:

All work required for Surveying Control shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.

20. Bonds, Mobilization, and Insurance:

This work shall consist of securing the appropriate bonds and insurance policies for the project, performance of preparatory construction operations, and performance of project closeout activities including the movement of personnel and equipment to and from the

project site, safety equipment, and other facilities to begin work on a substantial phase of the Contract. All work required for Bonds, Mobilization, and Insurance shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made. At least twenty (20) percent of this item must be allocated for demobilization at the end of the project.

**C. Submittals**

Before completion of the first pay application, the Contractor shall prepare and submit copies of their proposed pay application to the Engineer for review.

END OF SECTION

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## SECTION 01200

### PROJECT MEETINGS

#### A. Pre-Bid Meeting

1. A Pre-Bid Meeting will be held at the time and place to be designated in the Advertisement for Bids.
2. The Engineer will be available to discuss the Project and answer pertinent questions. No oral interpretation will be made as to the meaning of the Contract Documents. Interpretation, if deemed necessary by the Engineer, will be in the form of an Addendum to the Contract Documents following the meeting.

#### B. Preconstruction Meeting

1. A preconstruction meeting will be held after Award of Contract, but prior to the start of work at the site.
2. Attendance:
  - a. Owner
  - b. Engineer
  - c. Contractor
  - d. Major Subcontractors (As Appropriate for Initial Stages of Work)
  - e. Safety Representative (As Appropriate)
  - f. Representatives of Governmental or other Regulatory Agencies (As Appropriate).
3. Tentative Agenda:
  - a. Tentative construction schedule/milestones
  - b. Work sequencing
  - c. Designation of responsible personnel
  - d. Processing of Field Decisions and Change Orders
  - e. Adequacy of distribution of Contract Documents
  - f. Submittal of Shop Drawings and samples
  - g. Procedures for maintaining record documents
  - h. Use of site and Owner's requirements
  - i. Major equipment deliveries and priorities
  - j. Safety and first aid procedures
  - k. Security procedures
  - l. Housekeeping procedures
  - m. Processing of Partial Payment Requests
  - n. General regard for community relations.

### **C. Progress Meetings**

1. Progress meetings will be held monthly (or as otherwise directed by the Owner) at the project site during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates.
2. The Engineer or their representative will preside at meetings and record minutes of proceedings and decisions. The Engineer will subsequently distribute copies of minutes to participants.
3. Attendance:
  - a. Owner
  - b. Engineer
  - c. Contractor
  - d. Subcontractors as pertinent to the agenda.
4. Tentative Agenda:
  - a. Review and approve minutes of previous meetings.
  - b. Review progress of work since last meeting.
  - c. Review proposed 30-60 day construction schedule.
  - d. Note and identify problems which impede planned progress.
  - e. Develop corrective measures and procedures to regain planned schedule.
  - f. Revise construction schedule as indicated and plan progress during next work period.
  - g. Maintaining of quality and work standards.
  - h. Complete other current business.
  - i. Report on community and governmental relations.
  - j. Schedule next progress meeting.

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### A. General

This section describes the submittal process and the various submittal items which are required for this work. Submittal items include:

1. Progress Schedule
2. Proposed Products List
3. Product Data
4. Samples
5. Working Drawings
6. Operation and Maintenance Manuals
7. Other Submittals
8. Certified Shop Test Reports
9. Construction Photographs.

A summary list of required submittals for this project is shown on Table 1 of this section. Note that this summary list does not relieve the Contractor of providing additional submittal information, not listed in Table 1, which may be required by the Contract Documents.

#### B. Procedure for Submittal and Contractor Responsibilities

1. Submittals shall be transmitted in sufficient time to allow the Engineer at least ten (10) working days (or greater if specified elsewhere) for review and processing.
2. Unless otherwise stated or agreed to, the Contractor shall transmit an electronic copy of all submittals to the Engineer in a format acceptable to the Engineer and Owner. If hard copies of submittals are necessary (or required by the Contract Documents), the Contractor shall transmit five (5) copies of all hard copy submittals to the Engineer. Transportation charges on all submittals shall be the Contractor's responsibility.
3. All submittals from subcontractors, manufacturers, or suppliers shall be sent directly to the Contractor for checking. The Contractor shall thoroughly check all submittals for accuracy and conformance to the intent of the Contract Documents before submitting them to the Engineer. ALL SUBMITTALS SHALL BEAR THE CONTRACTOR'S STAMP OF APPROVAL CERTIFYING THAT THEY HAVE BEEN SO CHECKED. SUBMITTALS WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL NOT BE REVIEWED BY THE ENGINEER AND WILL BE RETURNED TO THE CONTRACTOR.
4. All submittals shall be bound, dated, properly labeled, and consecutively numbered. Information on the label shall indicate submittal number (corresponding to Table 1 of this section), specification section, Contract Drawing number, subcontractors, manufacturer's or supplier's name, and the name or type of item the submittal covers. Each part of a submittal shall be marked and tabulated. Submittals shall be

accompanied by a letter of transmittal, containing date, Project title, Contractor's name, number and titles of submittals, and any other pertinent data to facilitate review.

5. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure.

## **C. Procedure for Review**

1. Submittals will be reviewed and annotated by the Engineer in one of the following ways:  
  
"Furnish as Submitted" - no exceptions are taken.  
  
"Furnish as Noted" - minor corrections are noted and shall be made.  
  
"Revise and Resubmit" - major corrections are noted and a resubmittal is required.  
  
"Rejected" - Based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.
2. If a submittal is satisfactory to the Engineer, the Engineer will annotate the submittal "Furnish as Submitted" or "Furnish as Noted" and transmit electronically to the Contractor. For hard copy submittals, the Engineer will transmit two (2) copies to the Contractor.
3. If a resubmittal is required, the Engineer will annotate the submittal "Revise and Resubmit" or "Rejected" and transmit electronically to the Contractor for appropriate action. For hard copy submittals, the Engineer will transmit four (4) copies to the Contractor for appropriate action.
4. The Contractor shall revise and resubmit submittals as required by the Engineer until submittals are acceptable to the Engineer.
5. No materials or equipment shall be ordered, fabricated, shipped, or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated either "Furnish as Submitted" or "Furnish as Noted".
6. The Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any of their responsibilities under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.
7. The Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.

8. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment, or appurtenances indicated or shown.
9. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.
10. Additional Engineering Services:
  - a. It is understood by the Contractor that the Owner may charge the Contractor the Engineer's charges for review in the event a submittal is not approved (either "Furnish as Submitted" or "Furnish as Noted") by the third submittal. These charges shall be for all costs associated with engineering review, meetings with the Contractor or manufacturer, etc. commencing with the fourth submittal.
  - b. In the event that the Engineer is required to provide additional engineering services as a result of a substitution of materials or equipment by the Contractor, the additional services will be provided in accordance with Section 01010, Summary of Work, of these Specifications, and will be covered in supplementary or revised information which will be issued to the Contractor.

#### **D. Progress Schedule**

1. General:
  - a. Within ten (10) days after the start date defined in the Notice to Proceed, the Contractor shall prepare and submit copies of their proposed progress schedule to the Engineer for review.
  - b. If so required, the schedule shall be revised until it is acceptable to the Owner. Acceptance by the Owner does not constitute confirmation that the schedule is accurate and complete only that it appears to meet minimum job requirements; and, thus, shall not relieve the Contractor of any Contract dates, milestones, or deadlines.
  - c. The schedule shall be updated monthly, depicting progress to the last day of the month and copies submitted to the Engineer not later than the fifth day of the month. PROGRESS PAYMENTS MAY NOT BE PROCESSED WITHOUT A CURRENT PROGRESS SCHEDULE.
2. Form of Schedule:
  - a. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each structure and for each portion of work including the critical path, predecessor relationships, milestones, etc.

- b. The schedule shall be time scaled, identifying the first day of each week, with the estimated date starting and completion of each stage of the work in order to complete the Project within the Contract time.

**E. Proposed Products List**

1. Within fifteen (15) days after the start date defined in the Notice to Proceed, the Contractor shall prepare and submit copies of their tabulation of principal items of equipment and materials to be purchased to the Engineer for review.
2. The list shall include the manufacturer name, trade name, and model number for each product.

**F. Product Data**

1. The Contractor shall furnish for review information on proposed products as required by the Contract Documents or requested by the Engineer.
2. Product data shall indicate, at a minimum, the material properties specified in the Contract Documents.

**G. Samples**

1. The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Engineer.
2. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish, or texture and shall be properly labeled to show the nature of the material, trade name of manufacturer, and location of the work where the material represented by the sample will be used.

**H. Working Drawings**

1. General:
  - a. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, etc. The Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of their Contract. The Contractor shall secure such information, details, Drawings, etc. from all possible sources including the Contract Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.
  - b. Working Drawings shall accurately and clearly present the following:
    - (1) All working and installation dimensions.
    - (2) Arrangement and sectional views.

- (3) Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.
    - (4) Necessary details and information for making connections between the various trades including, but not limited to, accessories, appurtenances, etc.
  - c. Working Drawings specifically prepared for this Project shall be on Mylar or other approved reproducible material sheets of the same size as the Contract Drawings. Drawings shall conform to recognized drafting standards and be neat, legible, and drawn to a large enough scale to show in detail the required information.
  - d. Contract Drawings are used for engineering and general arrangement purposes only and are not to be used for Working Drawings.
2. Working Drawing Requirements:
  - a. Shop Drawings:
    - (1) The Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
    - (2) Structural and all other layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1 inch = 4 feet.
    - (3) Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.
  - b. Layout and Installation Drawings:
    - (1) The Contractor shall prepare and submit for review by the Engineer layout and installation Drawings for all pipes, valves, fittings, etc. under this Contract. The final dimensions, elevation, location, etc., of pipe, valves, fittings, etc., may depend upon the dimensions of equipment and valves to be furnished by the Contractor.
    - (2) Layout and installation Drawings shall show connections to structures, equipment, sleeves, valves, fittings, etc.
3. Record Working Drawings:
  - a. Prior to final payment, the Contractor shall furnish the Engineer one complete set of all accepted Working Drawings, including Shop Drawings, for equipment, piping, etc.

- b. Manufacturer's publications, submitted in lieu of prepared Shop Drawings, will not be required in reproducible form. However, five (5) sets of such material shall be furnished by the Contractor to the Engineer.
- c. Working Drawings furnished shall be corrected to include any departures from previously accepted Drawings.
- d. Refer to Section 01010 Paragraph F.9 (Summary of Work - Record (As-Built) Drawings) for additional information regarding required record drawings.

**I. Not Used**

**J. Other Submittals**

Other required submittals include, but are not limited to: proposed handling/installation procedures, information on proposed construction equipment, borrow area information, material certifications, qualifications for manufacturers and installers, manufacturer instructions/recommendations, test reports, and design data.

**K. Construction Photographs**

- 1. General:
  - a. The Contractor shall engage a competent photographer to take photographs at the locations and at such stages of the construction as necessary document the construction progress as directed by the Engineer.
  - b. Provide the equivalent of 24 different exposures per month (minimum) for the duration of the Contract Time. When directed by the Engineer, frequency of photographs may be increased to weekly sessions provided that the equivalent number of exposures is not exceeded. The Engineer may waive requirements for photographs during inactive construction periods in favor of increased photographs during active construction sequences.
- 2. Submittal Requirements:
  - a. At completion of the work, electronic versions of photographs shall be turned over to the Owner.

**Table 1: Summary List of Required Submittals**

Specification Section	Submittal Number	Description
01010 (Summary of Work)	01010-1	GPS-Based Grading System Information (If Applicable)
	01010-2	Survey Grid
	01010-3	Record (As-Built) Drawings
01025 (Measurement And Payment)	01025-1	Proposed Pay Application
01300 (Submittals)	01300-1	Progress Schedule
	01300-2	Proposed Products List
	01300-3	Record Working Drawings
01400 (Quality Control & Quality Assurance)	01400-1	Report Documenting all CQC Activities (Soil, Concrete, & Roadway)
02110 (Site Preparation)	02110-1	Product Information for Tree Protection Fence
	02110-2	Location for Disposal of Clearing Debris and Waste
	02110-3	Permit(s) or Approval(s) for Burning of Clearing Debris
02222 (Excavation)	02222-1	Excavation Plans
	02222-2	List of Disposal Site(s) for Waste and Unsuitable Materials
	02222-3	Information on Excavation Equipment
	02222-4	Survey Results
02223 (Embankment)	02223-1	Information on Equipment to be Used for Embankment
	02223-2	Information on Off-Site Borrow Sources
	02223-3	Survey Results
02240 (Geotextiles)	02240-1	Mill Certificate and Sample (Each Product)
	02240-2	Shipping, Handling, and Storage Instructions
	02240-3	Seaming Procedures
	02240-4	Quality Control Certificates
	02240-5	Delivery Tickets or Other Approved Receipts
02270 (Erosion And Sedimentation Control)	02270-1	Certification and Summary of Required Test Results on Materials to be Provided
	02270-2	Delivery Tickets or Other Approved Receipts
02271 (Rip Rap)	02271-1	Certification and Summary of Required Test Results on Materials to be Provided
	02271-2	Delivery Tickets or Other Approved Receipts
02275	02275-1	Mill Certificate and Sample (Each Product)

Specification Section	Submittal Number	Description
(Rolled Erosion Control Products)	02275-2	Installation Guidelines/Instructions
	02275-3	Delivery Tickets or Other Approved Receipts
02500 (Roadway Work)	02500-1	Certification and Summary of Required Test Results on Materials to be Provided
	02500-2	Delivery Tickets or Other Approved Receipts
02614 (HDPE Pipe)	02614-1	Certification and Summary of Required Test Results on Materials to be Provided
	02614-2	Shipping, Handling, and Storage Instructions
	02614-3	Delivery Tickets or Other Approved Receipts
	02614-4	Pressure Testing, Camera Inspection, and Final Cleaning Methods and Procedures
	02614-5	Survey Results
02616 (PVC Pipe)	02616-1	Certification and Summary of Required Test Results on Materials to be Provided
	02616-2	Shipping, Handling, and Storage Instructions
	02616-3	Delivery Tickets or Other Approved Receipts
02617 (Ductile Iron Pipe)	02617-1	Certification and Summary of Required Test Results on Materials to be Provided
	02617-2	Shipping, Handling, and Storage Instructions
	02617-3	Delivery Tickets or Other Approved Receipts
02820 (Chain Link Fence and Gates)	02820-1	Shop Drawings
	02820-2	Delivery Tickets or Other Approved Receipts
02930 (Revegetation)	02930-1	Results of Soil Tests and Proposed Modifications
	02930-2	Seed Certificates
	02930-3	Fertilizer Invoices
16050 (Electrical: Basic Requirements)	16050-1	Product Data
	16050-2	Operation and Maintenance Information
	16050-3	Electrical Inspection Certificates
	16050-4	Record Information

END OF SECTION

## SECTION 01400

### QUALITY CONTROL AND QUALITY ASSURANCE

#### A. General

1. Definitions:

a. Construction Quality Control (CQC)

Construction Quality Control refers to actions taken by manufacturers, fabricators, installers, and/or the Contractor to ensure that the materials and the workmanship meet the requirements of the Contract Documents. CQC is provided by the Contractor at no additional cost to the Owner. The Contractor shall follow CQC procedures as required by the Contract Documents and the Project CQA Manual.

b. Construction Quality Assurance (CQA)

Construction Quality Assurance is defined as a planned and systematic program employed by the Owner to assure conformity of the construction with the Contract Documents. CQA is provided by the CQA Engineer as a representative of the Owner and is independent from the Contractor and all manufacturers. The CQA program is designed to provide adequate confidence that items or services meet contractual and regulatory requirements and will perform satisfactorily in service.

2. On this Project, the Owner will provide for the services of a CQA Engineer on-site to selectively test materials and monitor compliance with the requirements of the Contract Documents. This will be in addition to Construction Quality Control (CQC) provided and paid for by the Contractor. The Contractor will afford these representatives access to the job site for the performance of their duties as described in the Contract Documents.
3. At the completion of construction and before final payment is made, the Contractor shall submit a copy of a report to the Engineer documenting all CQC activities performed. .

#### B. Testing Laboratory Services

1. General:

- a. Laboratory testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the Contractor unless otherwise indicated in the Specifications.
- b. Materials to be tested include, but are not necessarily limited to the following: geosynthetics and pipe.

- c. Tests required by the Owner shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.

2. Procedure:

- a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
- b. The collection, field preparation, and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.

3. Significance of Tests:

Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless:

- a. Supplementary testing shall prove, to the satisfaction of the Owner, that the initial samples were not representative of actual conditions or
- b. Observation(s) of the test sampling or procedures as made by the CQA Engineer or the Engineer render the results invalid.

4. Supplementary and Other Testing:

Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the Owner to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.

**C. Imperfect Work, Equipment, or Materials**

- 1. Any work, equipment, or materials furnished by the Contractor not in conformance with the Contract Documents which is discovered before the final acceptance of the work, as established by the date of Final Payment, or during the Contractor's guarantee period, shall be removed, replaced, and/or corrected to conform to the Contract Documents immediately even though it may have been overlooked by the Engineer and estimated for payment.
- 2. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- 3. The Engineer may order tests of work, equipment, or materials which appear to be in non-conformance with the Contract Documents to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent, and

supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

## **D. Inspection and Tests**

1. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the work. The Contractor shall at all times furnish the Engineer and their representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
2. The Contractor must anticipate possible delays that may be caused in the execution of their work due to the necessity of materials and equipment being inspected and accepted for use.
3. The Contractor shall furnish, at their own expense, all samples of materials required by the Engineer for testing, and shall make their own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.
4. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. The Contractor shall also place their orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the section which covers a particular piece of equipment.
5. Where other tests or analyses are specifically required in other sections of these Specifications, the cost thereof shall be borne by the party so designated in such sections.
6. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspections, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

END OF SECTION

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## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### A. Temporary Utilities

1. General:

- a. The Contractor shall provide temporary sanitary service, light and power, heating, and water service for their operations at the site unless otherwise provided as agreed to by the Owner. The temporary services shall be provided for use throughout the construction period.
- b. The Contractor shall coordinate and install all temporary services in accordance with the requirements of the utility companies having jurisdiction and as required by applicable codes and regulations.
- c. At the completion of the work, or when the temporary services are no longer required, the temporary facilities shall be restored to their original conditions.
- d. All costs in connection with the temporary services including, but not limited to, installation, utility company service charges, maintenance, relocation, and removal shall be borne by the Contractor at no additional cost to the Owner.
- e. Some temporary facilities that may be required may be indicated on the Contract Drawings; however, the Contract Drawings do not necessarily show any or all of the temporary facilities that the Contractor ultimately uses to complete the work.

2. Temporary Sanitary Service:

Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work and properly screened from public observation, shall be provided and maintained at suitable locations by the Contractor, all as prescribed by State and local requirements. The contents of same shall be removed and disposed of in a manner consistent with State and local requirements, as the occasion requires. Each Contractor shall rigorously prohibit the committing of nuisances within, on, or about the work. Sanitary facilities shall be removed from the site when no longer required.

3. Temporary Light and Power:

- a. The Contractor shall provide at their sole expense such temporary light and power as required for their operations.
- b. Upon completion of the work, but prior to acceptance by the Owner, the Contractor shall remove all temporary services, security lighting systems, temporary general lighting systems, and all temporary electrical work from the premises.

4. Temporary Heating:

- a. The Contractor shall provide temporary heating, ventilation coverings, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work and to facilitate work in all structures.

5. Temporary Water:

- a. The Contractor shall provide temporary water service for construction purposes, sanitary facilities, fire protection, all field offices, and for cleaning. The Contractor shall pay all charges associated with the connection and all charges for potable water used under this Contract.
- b. Each Contractor shall supply potable water for their employees either by portable containers or drinking fountains.

**B. First Aid Facilities and Accidents**

1. First Aid Facilities:

The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of their personnel who may be injured in connection with the work.

2. Accidents:

- a. The Contractor shall report immediately by telephone or messenger to both the Owner and the Engineer all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage. The Contractor shall further issue a written report to the Engineer within 24 hours which describes these accidents giving full details and statements of witnesses.
- b. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall report within 2 business days the facts, in writing, to the Engineer, giving full details of the claim.

**C. Protection of Work and Material**

- 1. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract as well as other areas of the site that may be impacted by the Contractor or Subcontractors.
- 2. All work and materials shall be protected against damage, injury, or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at their own expense. Protection measures shall be subject to the approval of the Engineer.

## **D. Barricades, Warning Signs, and Lights**

1. The Contractor shall provide, erect, and maintain as necessary, strong and suitable barricades, danger signs, and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
2. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

## **E. Access Roads and Parking Areas**

### 1. Access Roads:

- a. The Contractor shall construct and maintain such temporary access roads as required to perform the work of this Contract.
- b. The Contractor shall access the site through the existing site entrance shown on the Contract Drawings or as otherwise designated by the Owner. The Contractor shall not disturb areas outside the clearing limits shown on the Contract Drawings unless approved by the Owner.
- c. Access roads shall be located within the property lines of the Owner unless the Contractor independently secures easements for their use and convenience. Contractor shall submit written documentation (consent form, etc.) to the Engineer for any Contractor secured easements across privately held property. The easement agreement shall specify terms and conditions of use and provisions for site restoration. A written release from the property owner certifying that all terms of the easement agreement have been complied with by the Contractor shall be furnished to the Engineer prior to final payment.
- d. The Contractor shall obtain all necessary permits and pay all costs associated with any bonds required by the State transportation department for the use of State maintained roads or similar requirements for local roads and private drives.

### 2. Parking Areas:

The Contractor shall use existing parking areas and/or construct and maintain suitable parking areas for their construction personnel on the Project site within the clearing limits shown on the Contract Drawings where approved by the Engineer and the Owner.

### 3. Restoration:

At the completion of the work, the surfaces of land disturbed by the Contractor's activities, whether in the Contract Limits or not, shall be restored by the Contractor. At a minimum, such restoration shall include establishment of a permanent ground cover (Revegetation or other means acceptable to the Owner) adequate to restrain erosion for

all disturbed areas. Revegetation shall be in accordance with Section 02930, Revegetation, of these Specifications. The cost of all restoration work shall be at the Contractor's sole expense.

**F. Dust and Mud Control**

1. The Contractor shall take all necessary measures to control dust and mud from their operations, and to prevent spillage of excavated materials on public or site roads.
2. The Contractor shall remove all spillage of excavated materials, debris, dust, or mud from public roads by methods approved by the Engineer.
3. The Contractor shall apply water at locations and in such quantities and at such frequencies as may be required by the Owner or Engineer to control dust and mud and prevent either from becoming a nuisance to the surrounding area. Other measures (dust suppressants, etc.) may be required, as determined by the Owner or Engineer.
4. Dust and mud control and cleaning measures shall be provided at no additional cost to the Owner.

**G. Traffic Regulations**

The Contractor shall obey all traffic laws and comply with all the requirements, rules, and regulations of the State Department of Transportation and other local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc. for the protection of traffic on public roadways.

**H. Contractor's Field Office**

At their option and upon approval by the Owner, the Contractor may furnish, equip, and maintain a field office at the site of a size required for their operations. The field office shall include in area for use by the Engineer and CQA Engineer

END OF SECTION

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### A. General

1. All equipment, materials, instruments, or devices incorporated in this Project shall be new and unused, unless indicated otherwise in the Contract Documents. Equipment and materials to be incorporated into the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.
2. The Contractor shall protect all equipment and materials from deterioration and damage. Storage of equipment and materials shall be in locations completely protected from flooding, standing water, excessive dust, falling rock, brush fire, etc. Storage areas shall be located sufficiently distant from all construction activities and the movement of construction vehicles to minimize the potential for accidental damage. Any equipment or materials of whatever kind which may have become damaged or deteriorated from any cause shall be removed and replaced by good and satisfactory items at the Contractor's expense for both labor and materials.
3. Equipment and materials shall be installed in accordance with the requirements of the General Conditions and the respective Specification Sections.

#### B. Storage of Materials and Equipment

1. The Contractor shall store their materials and equipment at the job site in accordance with the requirements of the General Conditions and as hereinafter specified. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations, and rulings of the public authority having jurisdiction.
2. The Contractor shall enforce the instructions of the Owner and Engineer regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.
3. The Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.
4. The Contractor shall not store materials in such a manner that they are exposed to weather which, in the Engineer or CQA Engineer's opinion can alter the material properties.
5. The Contractor shall not store unnecessary materials or equipment on the job site, and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons.

6. Materials shall not be placed within ten (10) feet of fire hydrants. Gutters, drainage channels, and inlets shall be kept unobstructed at all times.

### **C. Connections to Equipment**

1. Connections to equipment shall follow manufacturer's recommendations as to size and arrangement of connections and/or as shown in detail on the Contract Drawings or approved Shop Drawings. Piping connections shall be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment.

### **D. Substitutions**

1. Requests for substitutions of equipment or materials shall conform to the requirements of the General Conditions and as hereinafter specified.
  - a. The Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Owner and Engineer to determine if the proposed substitution is equal.
  - b. The Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
  - c. A list of installations where the proposed substitution is equal.
2. Where the approval of a substitution requires revision or redesign of any part of the work, including that of other Contracts, all such revision and redesign, and all new drawings and details therefore, shall be provided by the Contractor at their own cost and expense, and shall be subject to the approval of the Owner and Engineer.
3. In the event that the Engineer is required to provide additional engineering services, then the Engineer's charges for such additional services shall be charged to the Contractor by the Owner in accordance with the requirements of the General Conditions.
4. In all cases the Owner and Engineer shall be the judge as to whether a proposed substitution is to be approved. The Contractor shall abide by their decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Owner and Engineer.
5. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the Engineer to approve a substitution proposed by the Contractor.
6. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

END OF SECTION

## SECTION 01700

### PROJECT CLOSEOUT

#### A. Final Cleaning

1. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies, and equipment which they or any of their Subcontractors may have used in the performance of the work.
2. The Contractor shall thoroughly clean all materials, equipment, and structures so as to leave work in a clean and new appearing condition.
3. The Contractor shall maintain cleaning until the Project, or portion thereof, is occupied by the Owner.

#### B. Spare Parts and Special Tools (Where Applicable)

1. Spare Parts:
  - a. As soon as practicable after approval of the list of equipment, the Contractor shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies, with current unit prices, and source or sources of supply.
  - b. The Contractor shall also furnish a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment or specified to be furnished as part of the Contract and a list of additional items recommended by the manufacturer to assure efficient operation for a period of one hundred and twenty (120) days for the particular installation.
  - c. All parts shall be securely boxed and tagged, and clearly marked on the box and individually for identification as to the name of manufacturer or supplier, applicable equipment, part number, description, and location in the equipment. All parts shall be protected and packaged for a shelf life of at least ten (10) years.
2. Special Tools:
  - a. The Contractor shall furnish at no additional cost to the Owner with each piece of equipment as a minimum, one (1) complete set, or the number of sets called for in the Specifications, of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.
  - b. The Contractor shall submit, for approval by the Engineer, a complete list of the special tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys.

**C. Final Cleanup: Site Rehabilitation**

1. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from their operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which they have installed, in a clean condition. The completed Project shall be turned over to the Owner in a neat and orderly condition.
2. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the Owner.

**D. Final Inspection**

1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make their final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.
2. When the Contractor has finally cleaned and repaired the whole or any portion of the work, they shall notify the Engineer that they are ready for final inspection of the whole or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs, or replacement.
3. When such further cleaning or repairing is completed, the Engineer, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the Contractor has complied with the requirements set forth, and the Engineer has made their final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

**E. Project Closeout**

1. As construction of the Project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to their contract:
  - a. Scheduling equipment manufacturers visits to site.
  - b. Required testing of Project components.
  - c. Scheduling start-up and initial operation.
  - d. Scheduling and furnishing skilled personnel during initial operation.

- e. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
  - f. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.
2. In addition, and before the Certificate of Substantial Completion is issued, the Contractor shall submit to the Engineer (or to the Owner if indicated) certain records, certifications, etc. which are specified elsewhere in the Contract Documents. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:
- a. Test results of Project components.
  - b. Performance Affidavits for equipment.
  - c. Certification of equipment or materials in compliance with Contract Documents.
  - d. Operation and maintenance instructions or manuals for equipment.
  - e. One set of neatly marked-up record drawings showing as-built changes and additions to the work under their Contract.
  - f. Any special guarantees or bonds (Submit to Owner).

The Contractor's attention is directed to the fact that required certifications and information under some items above must actually be submitted earlier in accordance with other sections of the Specifications.

END OF SECTION

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# Technical Specifications

## Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

Prepared for:

**Cumberland County Solid Waste Management Department  
Fayetteville, North Carolina**

**March 2025**

**SMITH+GARDNER**

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# Technical Specifications

## Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center

Prepared For:


**Cumberland County Solid Waste Management Department  
Fayetteville, North Carolina**

**S+G Project No. CUMBERLAND-22-33**

DocuSigned by:  
*Jesse C. Li*  
C5ECC95C937E4AC... 3/20/2025

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Jesse C. Li, P.E.  
Project Engineer



Signed by:  
*Stacey A. Smith*  
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**March 2025**

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# Assembly Court Solid Waste Convenience Center & Parkton Solid Waste Convenience Center Technical Specifications

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## SECTION 02110

### SITE PREPARATION

Site Preparation: Site Preparation includes clearing, grubbing, and/or stripping operations.

#### A. Description

1. General:

- a. The Contractor shall furnish all labor, material, and equipment to complete Site Preparation in accordance with the Contract Drawings and these Specifications.
- b. Principal items of work include:
  - 1. Notifying all authorities owning utility lines running to or on the property. Protect and maintain all utility lines to remain and cap those that are not required in accordance with instructions of the Utility Companies, and all other authorities having jurisdiction.
  - 2. Clearing the site within the clearing limits, including removal of grass, brush, shrubs, trees, loose debris, and other encumbrances except for trees to remain.
  - 3. Boxing and protecting all areas to be preserved.
  - 4. Removing all topsoil from designated areas and stockpiling on site where directed by the Engineer for future use.
  - 5. Disposing from the site all debris resulting from work under this Section.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223
Erosion and Sedimentation Control	02270

#### B. Materials     **Not used.**

#### C. Submittals

The Contractor shall submit the following to the Engineer prior to performance of the work:

1. Product information for tree protection fence.
2. Location for disposal of clearing debris and waste.

## **D. Construction**

1. Clearing of the Site:
  - a. Clearing limits, as shown on the Contract Drawings, shall be established by the Contractor's Surveyor. Once established, the clearing limits shall be inspected and approved by the Engineer prior to clearing the affected areas.
  - b. Install tree protection fencing (where applicable) and required erosion and sedimentation control measures prior to performing clearing and grubbing activities.
  - c. Before the start of excavation and grading operations, the areas within the clearing limits shown on the Contract Drawings shall be cleared and grubbed.
  - d. Clearing shall consist of cutting, removal, and satisfactory disposal of all trees, fallen timber, brush, bushes, rubbish, fencing, and other perishable and objectionable material.

Should it become necessary to remove a tree, bush, brush, or other plants outside the clearing limits, the Contractor shall do so only after permission has been granted by the Engineer.
  - e. Where necessary, excavation resulting from the removal of trees, roots, and the like shall be filled with suitable material, as approved by the Engineer, and thoroughly compacted per the requirements contained in Section 02223, Embankment, of these Specifications.
  - e. In temporary construction easement locations, only those trees and shrubs shall be removed which are in actual interference with excavation or grading work under this Contract, and removal shall be subject to approval by the Engineer. However, the Engineer reserves the right to order additional trees and shrubs removed at no additional cost to the Owner, if such, in their opinion, they are too close to the work to be maintained or have become damaged due to the Contractor's operations.
2. Stripping and Stockpiling Existing Topsoil:
  - a. Existing topsoil and sod on the site within areas designated on the Contract Drawings shall be stripped to whatever depth it may occur, and stored in locations directed by the Engineer.
  - b. The topsoil shall be free of stones, roots, brush, rubbish, or other unsuitable materials before stockpiling.

- c. Care shall be taken not to contaminate the stockpiled topsoil with any unsuitable materials.

3. Grubbing:

- a. Grubbing shall consist of the removal and disposal of all stumps, roots, logs, sticks, and other perishable materials to a depth of at least 6 inches below ground surfaces.
- b. Large stumps located in areas to be excavated may be removed during grading operations, subject to the approval of the Engineer.

4. Disposal of Cleared and Grubbed Material:

No open burning of clearing debris will be allowed on this project. All trees, stumps, roots, bushes, etc. shall be removed from the site and disposed of by the Contractor.

END OF SECTION

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## SECTION 02222

### EXCAVATION

Excavation: Excavation includes excavating, sealing, hauling, scraping, undercutting, removal of accumulated surface water or ground water, stockpiling, and all necessary and incidental items as required for bringing related structures to the specified lines and grades.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment required to complete Excavation of the project area in accordance with the Contract Drawings and these Specifications, except as noted below:

- a. Clearing and grubbing and removal of topsoil is addressed in Section 02110, Site Preparation, of these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Site Preparation	02110
Embankment	02223
Erosion and Sedimentation Control	02270
Roadway Work	02500

4. Definitions:

- a. Excavation: shall consist of the removal and satisfactory disposal and/or stockpiling of all materials (borrow and/or unsuitable materials included) located within the limits of construction including widening cuts and shaping of slopes necessary for the preparation of roadbeds, slope areas, cutting of any ditches, channels, waterways, entrances, and other work incidental thereto.
- b. Borrow: shall consist of approved on-site material required for the construction of embankments/fills or for other portions of the work.
- d. Unsuitable Material: is any in-place or excavated material which contains undesirable materials or is in a state which is not appropriate, in the opinion of the Engineer, for the intended use or support of planned structures, embankment, or excavation. This may include but not be limited to organic material, waste/refuse, soft, or wet material not meeting required specifications, etc.

- e. Unsuitable Material Overexcavation: shall consist of the removal and satisfactory disposal of all unsuitable material located within the limits of construction and below subgrade elevations shown or indicated on the Contract Drawings. Where excavation to the subgrade elevations results in a subgrade or slopes of unsuitable material, the Contractor shall overexcavate such material to below the grades shown or indicated on the Contract Drawings or as otherwise directed by the Engineer.

## **B. Materials**

Excavation shall include the removal of all soil, weathered rock, boulders, conduits, pipe, unsuitable material, and all other obstacles encountered and shown or indicated on the Contract Drawings and/or specified herein.

## **C. Submittals**

The Contractor shall submit the following to the CQA Engineer:

1. Information on Excavation equipment to be used.
2. For excavations not shown on the Contract Drawings and if requested by the Engineer, submit excavation plans clearly showing the limits and slopes of the proposed excavation.

## **D. Construction**

1. The Contractor shall conduct Excavation activities in such a manner that erosion of disturbed areas and off-site sedimentation is absolutely minimized as outlined in Section 02270, Erosion and Sedimentation Control, of these Specifications.
2. The Contractor shall excavate to the lines and grades shown on the Contract Drawings. As the excavation is made, the materials will be examined and identified to the Engineer.

The Contractor will perform all surveys necessary to establish and verify lines and grades for all Excavation, including pipe excavations, soil overexcavation, and anchor trenches.

3. Stockpiling:

The Contractor shall stockpile materials as needed in appropriate stockpiles as approved by the Engineer.

Stockpiles shall be properly sloped and the surfaces sealed by the Contractor at the end of each working day, or during the day in the event of heavy rain, to the satisfaction of the Engineer.

4. The Contractor shall protect all existing facilities and structures including, but not limited to, existing utilities, monitoring wells, signs, grade stakes, etc. during the grading and stockpiling operations.

5. All excavations shall be made in the dry and in such a manner and to such widths as will give ample room for properly constructing and inspecting the structures and/or piping they are to contain and for such sheeting, timbering, pumping, and drainage as may be required.
6. The Contractor shall be responsible for the control of surface and subsurface water when necessary. Except for certain erosion and sedimentation control measures and other areas designated to impound water, all areas shall be graded to drain.
7. Excavation slopes shall be flat enough to avoid sloughs and slides that will cause disturbance of the subgrade or damage of adjacent areas. Slides and overbreaks which occur due to negligence, carelessness, or improper construction techniques on the part of the Contractor shall be removed and disposed of by the Contractor as directed by the Engineer at no additional cost to the Owner.
8. The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded. All protruding roots and other vegetation shall be removed from slopes.
9. The bottom of all excavations for structures and pipes shall be examined by the Engineer for bearing value and the presence of unsuitable material. If, in the opinion of the Engineer, additional Excavation is required due to the low bearing value of the subgrade material, or if the in-place materials are soft, yielding, pumping and wet, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted structural fill, or material directed by the Engineer. No payment will be made for subgrade disturbance caused by inadequate Dewatering or improper construction methods.
10. Any areas excavated below design subgrade elevations by the Contractor, unless directed by the Engineer, shall be brought back to design elevations at no cost to the Owner. The Contractor shall place and compact such material in accordance with Section 02223, Embankment, of these Specifications.
11. The Contractor shall dispose of excess or unsuitable excavation materials on-site at location(s) approved by the Owner.
12. The Contractor shall properly level-off bottoms of all excavations. Proof-rolling shall be conducted with appropriate equipment.
13. Upon reaching subgrade elevations shown in excavation areas, the Contractor shall scarify subgrade soils to a minimum depth of 6" and obtain the Engineer's approval of quality. If unsuitable materials are encountered at the subgrade elevation, perform additional excavations as approved by the Engineer to remove unsuitable materials.
14. Overexcavation and Backfill:
  - a. Where subgrade materials are determined to be unsuitable, such materials shall be removed by the Contractor to the lengths, widths, and depths approved by the

Engineer in advance and backfilled with compacted Embankment in accordance with Section 02223, Embankment, of these Specifications.

- b. No additional payment will be made for such overexcavation and backfill 1 foot or less than the finished subgrade (or pre-existing grades where pre-existing grades are lower than finished subgrade) as this is considered superficial.
  - c. Where overexcavation of unsuitable material is greater than 1 foot beneath the finished subgrade (or pre-existing grades where pre-existing grades are lower than finished subgrade), payment shall be made on a unit price basis for overexcavation and backfill and the measured quantity shall include the entire excavation quantity below the finished subgrade (or pre-existing grades where pre-existing grades are lower than finished subgrade) elevations. The unit price for overexcavation and backfill shall include disposal of unsuitable materials.
15. All cuts shall be brought to the grade and cross section shown or indicated on the Contract Drawings, or established by the Engineer, prior to final inspection.
16. The Contractor shall protect finished lines and grades of completed excavation against excessive erosion, damage from trafficking, or other causes and shall repair any damage at no additional cost to the Owner.
17. Trench Excavation:
- a. All pipe Excavation and trenching shall be done in strict accordance with these Specifications, all applicable parts of the OSHA Regulations, 29 CFR 1926, Subpart P, and other applicable regulations. In the event of any conflicts in this information, safe working conditions as established by the appropriate OSHA guidelines shall govern.
  - b. The minimum trench widths shall be as indicated on the Contract Drawings. Enlargements of the trench shall be made as needed to give ample space for operations at pipe joints. The width of the trench shall be limited to the maximum dimensions shown on the Contract Drawings, except where a wider trench is needed for the installation of and work within sheeting and bracing.
  - c. Except where otherwise specified, excavation slopes shall be flat enough to avoid slides which will cause disturbance of the subgrade, damage to adjacent areas, or endanger the lives or safety of persons in the vicinity.
  - d. Hand excavation shall be employed wherever, in the opinion of the Engineer, it is necessary for the protection of existing utilities, poles, trees, pavements, obstructions, or structures.
  - e. No greater length of trench in any location shall be left open, in advance of pipe laying, than shall be authorized or directed by the Engineer and, in general, such length shall be limited to approximately one hundred (100) feet.
  - f. Pipe Bedding: All pipe bedding shall be as shown on the Contract Drawings, unless otherwise specified herein, or shall be approved by the Engineer.

18. Sheeting and Bracing:
- a. The Contractor shall furnish, place, and maintain such sheeting and bracing which may be required to support sides of Excavation or to protect pipes and structures from possible damage and to provide safe working conditions in accordance with current OSHA requirements. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, they may order additional supports put in at the sole expense of the Contractor. The Contractor shall be responsible for the adequacy of all sheeting and bracing used and for all damage resulting from sheeting and bracing failure or from placing, maintaining, and removing it.
  - b. The Contractor shall exercise caution in the installation and removal of sheeting to insure that excessive or unusual loadings are not transmitted to any new or existing structure. The Contractor shall promptly repair at their expense any and all damage that can be reasonably attributed to sheeting installation or removal.
  - c. All sheeting and bracing shall be removed upon completion of the work.
19. If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion and sedimentation control operations shall be performed at the Contractor's sole expense.

END OF SECTION

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## SECTION 02223

### EMBANKMENT

Embankment: Embankment is the on-site compacted fill that provides the foundation and the berms, the subgrade for some access roadways and structures, and backfill around structures and piping.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete Embankment including borrowing, hauling, screening, discing, drying, compaction, control of surface and subsurface water, final grading, sealing, and all necessary and incidental items as detailed or required to complete the Embankment, all in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Erosion and Sedimentation Control	02270
Roadway Work	02500

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) are hereby made a part of these Specifications.

ASTM D 698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> ).
ASTM D 1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
ASTM D 2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
ASTM D 2216	Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
ASTM D 2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
ASTM D 2488	Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

ASTM D 2937	Standard Test Method for Density of Soil in Place by the Drive Cylinder Method.
ASTM D 4643	Standard Test Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
ASTM D 4959	Standard Test Method for Determination of Water (Moisture) Content of Soil by Direct Heating Method.
ASTM D 6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

5. Definitions:

- a. Embankment: Shall include construction of all site earthwork including roadways, subgrade, perimeter berm embankments, including preparation of the areas upon which materials are to be placed. Embankment may also be referred to as structural and/or controlled fill. All Embankment materials may be either (off-site) Select Borrow or (on-site) Borrow unless otherwise noted on Contract Drawings or specified by the Engineer.
- b. Prepared Subgrade: The ground surface after clearing, grubbing, stripping, excavation, scarification, and/or compaction, and/or proof rolling to the satisfaction of the Engineer.
- c. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes. Well-graded does not define any numerical value that must be placed on the coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters. Well-graded is used to define a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.
- d. Unclassified Fill: The nature of materials to be used is not identified or described herein but must be approved by the Engineer prior to use.

**B. Materials**

- 1. Embankment materials shall consist of clean well-graded natural soil classified as SP, SW, SM, SC, ML, or CL (ASTM D 2487) containing no topsoil or other deleterious material. Additionally, for the upper 3 feet beneath the final wearing surface of roadways including shoulders, Embankment materials shall have a liquid limit less than 50%, a plasticity index less than 20% (ASTM D 2487) and have a maximum standard Proctor dry density of at least 100 pounds per cubic foot (ASTM D 698).

Other material classifications may be approved by the Engineer.

2. Stones or rock fragments shall not exceed one half the maximum lift thickness as compacted in any dimension. Isolated rocks shall be a maximum of 24-inches in any dimension.

**C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Information on equipment to be used for construction of Embankment.
2. Descriptive information on the location and source of any off-site borrow material to be used for Embankment, where applicable. Information shall include Standard Proctor curves (ASTM D698) for each borrow material.

**D. Construction**

1. The Contractor shall conduct Embankment activities in such a manner that erosion of disturbed areas and off-site sedimentation is absolutely minimized as outlined in Section 02270, Erosion and Sedimentation Control, of these Specifications.
2. All placement and compaction of Embankment shall be performed only when the Engineer is informed by the Contractor of intent to perform such work.
3. Embankment shall be placed and compacted to the lines and grades shown on the Contract Drawings. Placement of Embankment outside the construction limits shall occur only as directed and approved by the Engineer.

The Contractor will perform all surveys necessary to establish and verify lines and grades for all Embankment.

4. The Contractor shall protect all existing facilities including, but not limited to, utilities and monitoring wells.
5. Subgrade Preparation:
  - a. The Engineer shall inspect the exposed subgrade prior to placement of Embankment to assure that all rocks, topsoil, vegetation, roots, debris, or other deleterious materials have been removed.
  - b. Prior to placement of Embankment, the exposed subgrade shall be proofrolled using a static smooth-drum roller, loaded tandem axle dump truck, or other suitable equipment in the presence of the Engineer. Any soft or unsuitable materials revealed before or during the in-place compaction shall be removed as directed by the Engineer and replaced with suitable Embankment.
6. Surfaces on which Embankment is to be placed, shall be scarified or stepped in a manner which will permit bonding of the Embankment with the existing surface.

7. The Contractor shall be responsible for preparing the materials for the Embankment, including but not limited to, in-place drying or wetting of the soil necessary to achieve the compaction criteria of these Specifications.
8. The Contractor shall be responsible for the control of surface and subsurface water, when necessary. Except for certain erosion and sedimentation control measures and other areas designated to impound water, all areas shall be graded to drain.
9. Embankment materials shall be placed in a manner permitting drainage and in continuous, approximately horizontal layers.
10. Compaction Requirements:
  - a. The Contractor shall compact Embankment in accordance with the requirements shown in Table 1 of this section. If Embankment does not meet the specified requirements, the Contractor shall rework the material, as may be necessary and continue compaction to achieve these requirements, or remove and replace the material to achieve the specified requirements, at Contractor's expense.
  - b. Each lift shall be compacted prior to placement of succeeding lifts. In confined areas, mechanical equipment, suitable for small areas and capable of achieving the density requirements, shall be required.
  - c. Lift compaction shall be performed with an appropriately heavy, properly ballasted, penetrating-foot or smooth-drum vibratory compactor depending on soil type. Compaction equipment shall be subject to approval by the Engineer.
11. Embankment that becomes excessively eroded, soft, or otherwise unsuitable shall be removed or repaired by the Contractor as directed by the Engineer, at no cost to the Owner.
12. The exposed surface of Embankment shall be rolled with a smooth-drum roller at the end of each work day to protect from adverse weather conditions.
13. Where Embankment is to be placed and compacted on slopes that are steeper than 3H:1V, the subgrade shall be benched to a minimum depth of 6 inches and the Embankment shall be placed in horizontal lifts.
14. Backfilling for Structures and Piping:
  - a. All structures, including manholes and pipes shall be backfilled with Embankment as shown in the Contract Drawings and as described in these Specifications.
  - b. Where sheeting is used, the Contractor shall take all reasonable measures to prevent loss of support beneath and adjacent to pipes and existing structures when sheeting is removed. If significant volumes of soil cannot be prevented from clinging to the extracted sheets, the voids shall be continuously backfilled as rapidly as possible. The Contractor shall thereafter limit the depth below

subgrade that sheeting will be driven in similar soil conditions or employ other appropriate means to prevent loss of support.

- c. When backfilling around structures, do not backfill until concrete has sufficiently cured (as determined by the Engineer) and is properly supported. Place backfill in a manner to avoid displacement or damage of structures.

**Table 1: Required Embankment Properties**

Item	Required % Standard Proctor (ASTM D698) <sup>2</sup>	Required Moisture Content <sup>3</sup>	Maximum Lift Thickness (Compacted) (inches)
Embankment Beneath Structures and Roads <sup>1</sup>	100	+/- 2% of Optimum (std. Proctor)	8
Embankment	95	As Required for Compaction	8
Backfill Around Structures	95		8
Backfill in Pipe Trenches	95		6
Unclassified Fill	N/A	N/A	N/A

Notes:

1. Embankment beneath structures shall be considered to include a zone 10 feet out from the foundation of the structure extending down to the natural ground on a 45° slope. Embankment beneath roads shall be considered to include all embankment placed within 3 vertical feet of the final wearing surface and shall also include shoulders.
2. Determine field density using ASTM D 6938, ASTM D 1556, ASTM D 2167, or ASTM D 2937.
3. Determine field moisture content using ASTM D 6938, ASTM D 2216, ASTM D 4643, or ASTM D 4959.
4. The Engineer may allow exceptions to the above criteria for areas outside of the containment area which are not subject to significant long-term loads.

END OF SECTION

## SECTION 02240

### GEOTEXTILES

Geotextiles: For the proposed construction, a Type GT-S (Separator/Filter) Geotextile is specified. The Type GT-S Geotextile will be placed between soil subgrade and aggregate in access roads, and in some erosion control and drainage applications.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of Geotextiles including all necessary and incidental items as detailed or required for the Contractor to complete the installation in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Erosion and Sedimentation Control	02270
Roadway Work	02500

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) and the American Association of State Highway and Transportation Officials (AASHTO) are hereby made a part of these specifications.

ASTM D 4355	Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon-Arc Type Apparatus.
ASTM D 4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
ASTM D 4533	Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
ASTM D 4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
ASTM D 4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile.

ASTM D 5261	Standard Test Method for Measuring Mass per Unit Area of Geotextiles.
ASTM D 6241	Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile Related Products Using a 50 mm Probe.
AASHTO M 288	Standard Specification for Geotextiles.

## **B. Materials**

### 1. General:

The materials supplied under these Specifications shall consist of new, first-quality products designed and manufactured specifically for the purpose of this work, which shall have been satisfactorily demonstrated, by prior use, to be suitable and durable for such purposes.

Labels on each roll of Geotextile shall identify the length, width, lot and roll numbers, and name of Manufacturer.

2. The Type GT-S Geotextile shall be a nonwoven spunbonded or nonwoven needlepunched synthetic fabric consisting of polyester or polypropylene manufactured in a manner approved by the Engineer. Woven fabrics may be used in certain applications if approved in advance by the Engineer.

### 5. Needle Detection and Removal Procedures:

Manufacturers of Geotextiles shall use needle detection and removal devices (e.g. metal detectors and magnets) in the manufacture of needle-punched geotextiles.

6. All Geotextiles shall conform to the properties listed in Table 1 of this section.

## **C. Submittals**

Prior to the installation of Geotextiles, the Contractor shall submit the following to the CQA Engineer:

1. Mill Certificate and Sample: Prior to shipping to the site, the Contractor shall submit a mill certificate or affidavit signed by a legally authorized official of the Manufacturer for each type of Geotextile attesting that the Geotextiles meet the physical and manufacturing requirements stated in these Specifications including needle detection and removal procedures (as applicable). The Contractor shall also submit a sample of each Geotextile to be used. The samples shall be labeled with the product name and be accompanied by the Manufacturer's specifications.
2. Shipping, Handling, and Storage Instructions: The Manufacturer's plan for shipping, handling, and storage shall be submitted for review.

3. Seaming Procedures: Submit proposed seaming procedures including proposed method and equipment.
4. Quality Control Certificates: For Geotextiles delivered to the site, quality control certificates, signed by the Manufacturer's quality assurance manager shall be provided which represent every roll of each type of Geotextile supplied. Each certificate shall have the roll identification number(s), test methods, frequency, and test results. At a minimum, the test results and frequency of testing shall be as shown in Table 2 of this section.
5. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into the construction.

#### **D. Construction**

1. Shipping, Handling, and Storage:

All Geotextiles shall be shipped, handled, and stored in strict accordance with the Manufacturer's recommendations.

2. Failing CQA Material Control Tests:

Geotextiles that are rejected upon testing shall be removed from the project site and replaced at Contractor's cost. Sampling and CQA testing of Geotextiles supplied as replacement for rejected material shall be performed by the Engineer at Contractor's cost.

3. Installation:

- a. The surface receiving the Geotextiles shall be prepared to a relatively smooth condition, free of obstructions, standing water, excessive depressions, debris, and very soft, excessively wet, and/or loose pockets of soil. This surface shall be approved by the Engineer prior to Geotextile placement.
- b. Geotextiles shall be placed to the lines and grades shown on the Contract Drawings. At the time of installation, Geotextiles shall be rejected by the Engineer if they have defects, rips, holes, flaws, evidence of deterioration, or other damage.
- c. The Geotextiles shall be placed smooth and free of excessive wrinkles.
- d. On slopes, Geotextiles shall be anchored at the top and unrolled down the slope. In the presence of wind, all Geotextiles shall be weighted with sandbags or other material as appropriate. Geotextiles uplifted by wind may be reused upon approval by the Engineer.

4. Seams:

- a. All Geotextile seams shall be continuously sewn or heat bonded with methods approved by the Engineer. Overlapping of seams may also be allowed if approved in advance by the Engineer. All seams must be approved by the Engineer.
  - b. On slopes of 6H:1V or steeper, all seams shall be oriented parallel to (in the direction of) the slope unless otherwise approved by the Engineer.
  - c. Seams to be sewn shall be sewn using a Type 401 stitch. One or two rows of stitching may be used. Each row of stitching shall consist of 4 to 7 stitches per inch. The minimum distance from the geotextile edge to the stitch line nearest to that edge (seam allowance) shall be 1.5 inches if a Type SSa (prayer or flat) seam is used. The minimum seam allowance for all other seam types shall be 1.0 inches.
  - d. Seams to be heat bonded shall be bonded using hot plate, hot knife, ultrasonic, or other approved devices.
5. Repair Procedures:
- a. Any Geotextile that is torn, punctured, or otherwise damaged shall be repaired or replaced, as directed by the Engineer, by the Contractor at no additional cost to the Owner. The repair shall consist of a patch of the same type of Geotextile placed over the failed areas and shall overlap the existing Geotextile a minimum of 18 inches from any point of the rupture. Patches shall be spot sewn or heat bonded so as not to shift during cover placement.
6. Cover Placement:
- a. Except when designed to remain exposed, Geotextiles shall be covered in a timely manner to limit potential UV damage. Unless otherwise approved by the Engineer, covering shall occur within 30 days of installation. Extension of this time may be considered by the Engineer based on weather conditions (i.e. prolonged cloud cover during 30 day period) or technical information provided by the Manufacturer that would justify an extension.
    - (1) The Engineer may conduct sampling and testing of any Geotextiles exposed for a period longer than allowed to verify the material properties. The cost associated with this testing and the subsequent repair(s) shall be borne solely by the Contractor regardless of the test results. In no case will the maximum length of exposure be greater than 60 days without verification of material properties.
  - b. Placement of cover over Geotextiles shall be performed in a manner as to ensure that the Geotextiles or underlying materials are not damaged. Cover material shall be placed such that excess tensile stress is not mobilized in the Geotextile.

**Table 1: Required Geotextile Properties**

Property	Test Method	Units	Value <sup>1</sup>
			Type GT-S
Geotextile Construction (NW = Nonwoven) (W = Woven)	-----	-----	NW <sup>2</sup> or W <sup>3</sup>
Mass per Unit Area (Unit Weight)	ASTM D 5261	oz/yd <sup>2</sup>	N/A
UV Resistance (500 hrs)	ASTM D 4355	%	70
Strength Class <sup>4</sup>	AASHTO M 288	Class	2
Tensile Properties:  Grab Strength  Grab Elongation	ASTM D 4632	lbs  %	160 (NW) 250 (W)  ≥ 50 (NW) < 50 (W)
Puncture Resistance	ASTM D 6241	lbs	410 (NW) 950 (W)
Trapezoidal Tear Strength	ASTM D 4533	lbs	55 (NW) 90 (W)
Apparent Opening Size (AOS)	ASTM D 4751	U.S. Sieve	70+
Permittivity	ASTM D 4491	sec <sup>-1</sup>	1.0

Notes:

1. Minimum Average Roll Value (MARV).
2. Nonwoven geotextiles that have been heat calendered are not acceptable, unless approved by the Engineer in advance.
3. Woven geotextiles shall be approved in advance by the Engineer. Woven geotextiles formed exclusively with slit film fibers are not acceptable.
4. AASHTO M 288 criteria include the above listed requirements for: Tensile Properties, Puncture Resistance, Trapezoidal Tear Strength, and Burst Strength.

**Table 2: Required Manufacturer Quality Control Tests**

Property	Test Method	Minimum Test Frequency
Mass per Unit Area (Unit Weight)	ASTM D 5261	200,000 ft <sup>2</sup>
Ultraviolet Resistance (500 hrs)	ASTM D 4355	Periodic
Tensile Properties	ASTM D 4632	200,000 ft <sup>2</sup>
Apparent Opening Size (AOS)	ASTM D 4751	Periodic
Permittivity	ASTM D 4491	Periodic
Puncture Resistance	ASTM D 6241	200,000 ft <sup>2</sup>
Trapezoidal Tear Strength	ASTM D 4533	200,000 ft <sup>2</sup>

END OF SECTION

## SECTION 02270

### EROSION AND SEDIMENTATION CONTROL

Erosion and Sedimentation Control: Erosion and Sedimentation Control is a system of construction and engineered measures (devices, structures, practices, etc.) which act to minimize surface water induced erosion of disturbed areas and the resulting off-site sedimentation.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of and maintain Erosion and Sedimentation Control measures and related work in accordance with the Contract Drawings and these Specifications.

All Erosion and Sedimentation Control work shall be in accordance with the latest edition of the North Carolina Erosion and Sediment Control Planning and Design Manual as well as applicable regulations.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Geotextiles	02240
Rip Rap	02271
Rolled Erosion Control Products	02275
Stormwater Systems	02720
Revegetation	02930
Concrete Work	03310

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) are hereby made a part of these specifications.

ASTM D 3786            Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics: Diaphragm Bursting Strength Tester Method.

ASTM D 4355            Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

ASTM D 4491            Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

ASTM D 4533	Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
ASTM D 4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
ASTM D 4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile.
ASTM D 4833	Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

**B. Materials**

1. Permanent Drainage Channels, Infiltration Trenches, Swales, and Ditches:

Permanent drainage channels, infiltration trenches, swales, and ditches shall be constructed as shown on the Contract Drawings.

2. Silt Fence:

Silt fences shall be constructed as shown on the Contract Drawings and as needed, based on the Contractor’s discretion and Engineer’s approval. The silt fence is a permeable barrier erected within and downgradient of small disturbed areas to capture sediment from sheet flow. It is made of filter fabric buried at the bottom, stretched, and supported by posts and wire mesh backing. Silt fence shall conform to the following properties:

- a. Posts: Posts shall be 1.33 lb/linear foot steel (preferred) or wood with a minimum length of 5 feet. Steel posts shall be “U” or “T”-type. Wood posts shall have a minimum diameter of 4-inches.
- b. Filter Fabric: Filter fabric shall be a woven geotextile made specifically for sediment control. Filter fabric shall conform to the properties listed in Table 1 of this section.

3. Stone Filter Fence:

Stone filter fence shall be constructed as shown on the Contract Drawings.

4. Geotextiles:

Geotextiles shall conform to the requirements of Section 02240, Geotextiles, of these Specifications.

5. Rip Rap:

Rip Rap shall conform to the requirements of Section 02271, Rip Rap, of these Specifications.

6. Rolled Erosion Control Products (RECPs):

Rolled Erosion Control Products (RECPs) shall conform to the requirements of Section 02275, Rolled Erosion Control Products, of these Specifications.

7. Other Work:

In addition to the Erosion and Sedimentation Control measures shown on the Contract Drawings, the Contractor shall provide adequate means to prevent any sediment from entering any storm drains, drop inlets, ditches, streams, or bodies of water downstream of any area disturbed by construction. Excavation materials shall be placed upstream of any trench or other excavation to prevent sedimentation of off-site areas. In areas where a natural buffer area exists between the work area and the closest stream or water course, this area shall not be disturbed. All paved areas shall be scraped and swept as necessary to prevent the accumulation of dirt and debris. Work associated with this provision shall be considered incidental to the project and no separate payment will be made.

**C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Submit a certification and summary of all required test results, prior to installation, that all Erosion and Sedimentation Control materials manufactured for the project have been produced in accordance with these Specifications.
2. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.

**D. Construction**

1. Establishment of Erosion and Sedimentation Control Measures:
  - a. All Erosion and Sedimentation Control measures will be constructed according to the Contract Drawings and these Specifications.
  - b. Due to the nature of the work required by this Contract, it is anticipated that the location and nature of the Erosion and Sedimentation Control measures may need to be adjusted to reflect the current phase of construction.
  - c. Erosion and Sedimentation Control measures shall be established prior to the work in a given area. Where such practice is not feasible, the Erosion and Sedimentation Control measure(s) shall be established immediately following completion of the clearing operation.
  - d. The construction schedule adopted by the Contractor will impact the placement and need for specific measures required for the control of erosion. The Contractor shall develop and implement such additional techniques as may be

required to minimize erosion and prevent or correct the discharge of sediment outside the limits of construction (unless controlled by other on-site measure(s)).

- e. The location and extent of Erosion and Sedimentation Control measures shall be revised at each phase of construction that results in a change in either the quantity or direction of surface runoff from construction areas. All deviations from the control provisions shown on the Contract Drawings shall have the prior approval of the Engineer.

2. Inspection and Maintenance of Erosion and Sedimentation Control Measures:

- a. The Contractor shall furnish the labor, material, and equipment required for the inspection and maintenance of all Erosion and Sedimentation Control measures. Maintenance shall be scheduled as required for a particular measure to maintain the removal efficiency and intent of the measure.
- b. All Erosion and Sedimentation Control measures shall be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period and appropriate maintenance conducted. A rain gauge shall be maintained on the site and a record of the rainfall amounts and dates shall be kept properly.
- c. Maintenance shall include, but not be limited to:
  - (1) The removal and satisfactory disposal of trapped or deposited sediments from basins, traps, barriers, filters, and/or drainage features/devices;
  - (2) Replacement of filter fabrics used for silt fences upon loss of efficiency; and
  - (3) Replacement of any other components which are damaged or cannot serve the intended use.
- d. The Contractor shall accept and maintain any existing sediments that are included in existing sediment basins and traps that accept or will accept stormwater flow and or sediment accumulation from all areas within the Contractor's limits of construction.
- e. Sediments removed from Erosion and Sedimentation Control measures shall be disposed of in locations that will not result in off-site sedimentation as approved by the Engineer.
- f. All Erosion and Sedimentation Control measures shall be maintained to the satisfaction of the Engineer until the site has been stabilized.

3. Graded Slopes and Fills:

The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetated cover or other adequate measures.

4. Finish Grading:

All disturbed areas shall be uniformly graded to the lines, grades, and elevations shown on the Contract Drawings. Except for certain erosion and sedimentation control measures and other areas designated to impound water, all areas shall be graded to drain. Finished surfaces shall be reasonably smooth, compacted, and free from irregular surface changes. Unless otherwise specified, the degree of finish shall be that ordinarily obtainable from either blade or scraper operations. Areas shall be finished to a smoothness suitable for application of topsoil.

5. Revegetation:

Revegetation shall conform to the requirements of Section 02930, Revegetation, of these Specifications.

6. Cleanup:

- a. The Contractor shall remove from the site all debris from their work including, but not limited to, branches, paper, and rubbish in all landscape areas, and remove temporary barricades as the work proceeds.
- b. All areas shall be kept in a neat, orderly condition at all times. Prior to final acceptance, the Contractor shall clean up the entire landscaped area to the satisfaction of the Engineer.

**Table 1: Required Silt Fence Filter Fabric Properties**

Property	Test Method	Units	Value <sup>1</sup>
Grab Tensile Strength <sup>2</sup>	ASTM D 4632	lbs	90 x 90
Grab Elongation	ASTM D 4632	%	20 (Max.)
Ultraviolet Resistance (500 hrs)	ASTM D 4355	%	80
Apparent Opening Size (AOS)	ASTM D 4751	U.S. Sieve	30+
Permittivity	ASTM D 4491	sec <sup>-1</sup>	0.05

Notes:

1. Minimum Average Roll Value (MARV).
2. Values for machine and cross machine direction (MD x XD), respectively.

END OF SECTION

## SECTION 02271

### RIP RAP

Rip Rap: This section includes all rip rap aprons and channel protection.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of Rip Rap for protection of earthen slopes against erosion as indicated, including all necessary and incidental items, in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Geotextiles	02240
Erosion and Sedimentation Control	02270

3. Reference Standards:

The latest revision of the following standards of the North Carolina Department of Transportation (NCDOT) are hereby made a part of these Specifications.

NCDOT            Standard Specifications for Roads and Structures.

#### B. Materials

1. Rip Rap: Rip Rap shall be of the size indicated on the Contract Drawings and shall conform to NCDOT Section 1042, Rip Rap Materials.

2. Geotextiles: Geotextiles shall conform to the requirements outlined in Section 02240, Geotextiles, of these Specifications.

#### C. Submittals

The Contractor shall submit the following to the Engineer:

1. Submit a certification and summary of all required test results prior to installation, that all Rip Rap has been produced in accordance with these Specifications.

2. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.

**D. Construction**

1. Surface Preparation:
  - a. Trim and dress all areas to conform to the Contract Drawings as indicated with tolerance of 2 inches from theoretical slope lines and grades.
  - b. Bring areas that are below allowable minimum tolerance limit to grade by filling with compacted Embankment material similar to adjacent material.
  - c. Geotextiles shall be placed as shown on the Contract Drawings and in accordance with Section 02240, Geotextiles, of these Specifications.
  - d. Do not place any stone material on the prepared surface prior to inspection and approval to proceed from the Engineer.

2. Placing Rip Rap:

Rip Rap shall be placed in accordance with NCDOT Section 876, Rip Rap.

END OF SECTION

## SECTION 02275

### ROLLED EROSION CONTROL PRODUCTS

Rolled Erosion Control Products: Rolled Erosion Control Products (RECPs) include erosion control blankets (ECB).

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of all RECPs in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Erosion and Sedimentation Control	02270
Revegetation	02930

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) are hereby made a part of these specifications.

ASTM D 4355	Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).
ASTM D 6475	Standard Test Method for Measuring Mass per Unit Area of Erosion Control Blankets.
ASTM D 6524	Standard Test Method for Measuring the Resiliency of Turf Reinforcement Mats.
ASTM D 6525	Standard Test Method for Measuring Nominal Thickness of Permanent Erosion Control Products.
ASTM D 6566	Standard Test Method for Measuring Mass per Unit Area of Turf Reinforcement Mats.
ASTM D 6818	Standard Test Method for Ultimate Tensile Properties of Turf Reinforcement Mats.

## B. Materials

### 1. General:

The materials supplied under these Specifications shall consist of new, first-quality products designed and manufactured specifically for the purpose of this work, which shall have been satisfactorily demonstrated, by prior use, to be suitable and durable for such purposes.

Labels on each RECP shall identify the length, width, product name, and name of Manufacturer.

### 2. Erosion Control Blanket (ECB) (Single Net):

ECB (single net) shall consist of a machine-produced mat of straw or wood excelsior fiber covered on the top side with a photodegradable extruded plastic or woven biodegradable netting and sewn together with degradable thread. ECB (single net) shall also conform to the properties listed in Table 1 of this section. ECB (single net) shall be EroNet S75, as manufactured by North American Green, CURLEX I, as manufactured by American Excelsior Company, LANDLOK S1, as manufactured by Propex GeoSolutions, or approved equal.

Flexterra Flexible Growth Media (FGM), as manufactured by Profile Products, applied at a minimum rate of 3,500 lbs/acre (or equal product/application rate) is an acceptable substitute for ECB to be placed on 2H:1V slopes (a minimum rate of 3,000 lbs/acre shall be used on 3H:1V slopes).

### 3. Erosion Control Blanket (ECB) (Double Net):

ECB (double net) shall consist of a machine-produced mat of straw or wood excelsior fiber covered on the top and bottom sides with photodegradable extruded plastic or woven biodegradable nettings and sewn together with degradable thread. ECB (double net) shall also conform to the properties listed in Table 1 of this section. ECB (double net) shall be EroNet S150, as manufactured by North American Green, CURLEX II, as manufactured by American Excelsior Company, LANDLOK S2, as manufactured by Propex GeoSolutions, or approved equal.

Flexterra Flexible Growth Media (FGM), as manufactured by Profile Products, applied at a minimum rate of 3,500 lbs/acre (or equal product/application rate) is an acceptable substitute for ECB to be placed on 2H:1V slopes (a minimum rate of 3,000 lbs/acre shall be used on 3H:1V slopes).

### 4. Anchors: Anchors for RECPs shall consist of machine-made staples of No. 8 gauge new steel wire formed into a "U" shape. The size when formed shall be not less than 8 inches in length with a throat of not less than 1 inch in width. Longer anchors may be required for loose soils. Other anchors, such as metal pins or plastic pegs, may also be used if approved in advance by the Engineer.

## **C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Mill Certificate and Sample: Prior to shipping to the site, the Contractor shall submit a mill certificate or affidavit signed by a legally authorized official of the Manufacturer for each RECP attesting that each RECP meets the physical and manufacturing requirements stated in these Specifications. The Contractor shall also submit a sample of each RECP to be used. The sample shall be labeled with the product name and be accompanied by the Manufacturer's specifications.
2. Installation Guidelines/Instructions: The Manufacturer's guidelines/instructions for installation shall be submitted for review.
3. Furnish copies of delivery tickets or other approved receipts as evidence for materials received that will be incorporated into the construction.

## **D. Construction**

1. Shipping, Handling, and Storage:  
  
All RECPs shall be shipped, handled, and stored in strict accordance with the Manufacturer's recommendations.
2. Installation - General:
  - a. Placing of RECPs shall be done immediately following seeding. Seeding shall be performed in accordance with Section 02930, Revegetation, of these Specifications.
  - b. RECPs shall be placed to the lines and grades shown on the Contract Drawings. The earth surface shall be smooth and free from stones, clods, or debris which will prevent the contact of the RECP with the soil. Care shall be taken to preserve the required line, grade, and cross section of the area.
  - c. RECPs shall be unrolled in the direction of the flow of water and shall be applied without stretching so that it will lie smoothly but loosely on the soil surface.
  - d. At the time of installation, RECPs shall be rejected, if they have defects, rips, holes, flaws, evidence of deterioration, or other damage.
  - e. The Engineer may require adjustments in the installation requirements to fit individual conditions.
3. Installation - Channels:  
  
RECPs installed in channels shall be unrolled parallel to the direction of water flow. The first roll shall be centered longitudinally in the channel and anchored with staples. Subsequent rolls shall be installed outward to the edges of the channel and be lapped to

allow installation of a common row of anchors. RECP ends shall be overlapped with the upstream ends on top (“shingled”).

4. Installation - Slopes:

RECPs installed on slopes shall be oriented in vertical strips and anchored. Subsequent rolls shall be installed outward to the edge(s) of the original roll and be lapped to allow installation of a common row of anchors. RECP ends shall be shingled.

5. Maintenance:

Maintenance of RECPs shall be in accordance with Section 02270, Erosion and Sedimentation Control, of these Specifications.

**Table 1: Required Rolled Erosion Control Product Properties**

Property	Test Method	Units	Value <sup>1</sup>
<b>Erosion Control Blanket (ECB) (Single Net)</b>			
Mass per Unit Area	ASTM D 6475	lbs/yd <sup>2</sup>	0.5 ± 10% (Straw) 0.7 ± 10% (Excelsior)
Tensile Strength <sup>2</sup>	ASTM D 6818	lbs/ft	50 x 65
Tensile Elongation	ASTM D 6818	%	20
Maximum Permissible Shear Stress (Un-Vegetated)	-----	lbs/ft <sup>2</sup>	1.55
Functional Longevity	-----	months	12
<b>Erosion Control Blanket (ECB) (Double Net)</b>			
Mass per Unit Area	ASTM D 6475	lbs/yd <sup>2</sup>	0.5 ± 10% (Straw) 0.7 ± 10% (Excelsior)
Tensile Strength <sup>2</sup>	ASTM D 6818	lbs/ft	75 x 75
Tensile Elongation	ASTM D 6818	%	25
Maximum Permissible Shear Stress (Un-Vegetated)	-----	lbs/ft <sup>2</sup>	1.75
Functional Longevity	-----	months	12

Notes:

1. Typical for ECB.
2. Values for machine and cross machine direction (MD x XD), respectively.

END OF SECTION

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## SECTION 02500

### ROADWAY WORK

Roadway Work: Roadway Work refers to the construction of paved and gravel road surfaces, the repair and reconstruction of existing roads, and the construction of concrete curb and gutter.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment required to complete construction of all Roadway Work including gravel roads, asphalt concrete pavement, asphalt concrete overlay, concrete pavement, concrete curb and gutter, repair and reconstruction of existing asphalt pavement, repair of existing gravel roads, and pavement markings in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223
Geotextiles	02240
Concrete Work	03310

3. Reference Standards:

The latest revision of the following standards of the North Carolina Department of Transportation (NCDOT) are hereby made a part of these Specifications:

NCDOT            Standard Specifications for Roads and Structures.

4. Quality Control:

The Contractor will perform and document Quality Control tests for asphalt and concrete pavements as described in this section.

#### B. Materials

1. Geotextiles:

Geotextiles shall conform to the requirements outlined in Section 02240, Geotextiles, of these Specifications.

2. Aggregate Base Course (ABC):

All materials and placement associated with ABC shall be in accordance with NCDOT Section 520, Aggregate Base Course, and Section 1010, Aggregate for Non-Asphalt Flexible Type Bases.

4. Asphalt Concrete Base Course:

All materials and placement associated with asphalt concrete base course shall be in accordance with NCDOT Section 610, Asphalt Concrete Plant Mix Pavements. A job mix formula shall be developed by the Contractor for the particular materials the Contractor proposes to use, in accordance with Article 610-3. The job mix formula shall be delivered to the Engineer at least two (2) weeks prior to beginning paving operations. Type B-25.0C base course is required for this project.

5. Asphalt Concrete Intermediate Course:

All materials and placement associated with asphalt concrete intermediate course shall be in accordance with NCDOT Section 610, Asphalt Concrete Plant Mix Pavements. A job mix formula shall be developed by the Contractor for the particular materials the Contractor proposes to use, in accordance with Article 610-3. The job mix formula shall be delivered to the Engineer at least two (2) weeks prior to beginning paving operations. Type I-19.0C intermediate course is required for this project.

6. Asphalt Concrete Surface Course:

All materials and placement associated with asphalt concrete surface course shall be in accordance with NCDOT Section 610, Asphalt Concrete Plant Mix Pavements. A job mix formula shall be developed by the Contractor for the particular materials the Contractor proposes to use, in accordance with Article 610-3. The job mix formula shall be delivered to the Engineer at least two (2) weeks prior to beginning paving operations. Type S-12.5C surface course is required for this project.

8. Concrete Curb and Gutter:

All materials associated with concrete curb and gutter shall be in accordance with Section 03300, Concrete Work, of these Specifications. Class A concrete shall be used. Placement shall be in accordance with Section 03300, Concrete Work and NCDOT Section 846, Concrete Curb, Curb and Gutter, Concrete Gutter, Shoulder Berm Gutter, Concrete Expressway Gutter, and Concrete Valley Gutter.

9. Concrete Pavement:

All materials associated with Concrete Pavement shall be in accordance with Section 03300, Concrete Work, of these Specifications. Class A concrete shall be used. Placement shall be in accordance with Section 03300, Concrete Work, NCDOT Section 700, General Requirements For Portland Cement Concrete Paving, and NCDOT Section 710, Concrete Pavement, except that Articles 700-14 (Contractor's Responsibility for Process Control), 700-15 (Acceptance Tests For Concrete), 710-3 (Composition of

Concrete), 710-4 (Acceptance of Concrete), 710-7 (Final Surface Testing), 710-8 (Pavement Marking), 710-9 (Thickness Tolerances), and 710-10 (Measurement and Payment) shall be deleted.

10. Concrete Pavement Reinforcing:

Reinforcing of concrete pavement, if required, shall be as shown on the Contract Drawings and as specified under Section 03300, Concrete Work, of these Specifications.

11. Guardrails:

All materials and placement associated with guardrails shall be in accordance with NCDOT Section 862, Guardrail.

**C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Submit a certification and summary of all required test results, prior to installation, that all materials for Roadway Work have been produced in accordance with these Specifications.
2. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.
3. Submit copies of all quality control test results demonstrating compliance with project criteria.

**D. Construction**

1. General:

All Roadway Work including the replacement of portions of the existing roads shall be to the limits, grades, thicknesses, and types as shown on the Contract Drawings. Patches for pipe crossings and areas damaged during the construction work shall be asphalt or gravel, depending upon the material encountered, unless otherwise indicated.

2. Earthwork:

The earthwork for all Roadway Work shall be completed in accordance with Section 02222, Excavation, and Section 02223, Embankment, of these Specifications and as shown on the Contract Drawings.

3. Geotextiles:

Geotextiles shall be placed as shown on the Contract Drawings and in accordance with Section 02240, Geotextiles, of these Specifications. If overlapped seams are used, overlaps shall be a minimum of 12 inches.

5. Aggregate Base Course:

ABC shall be constructed in accordance with NCDOT Section 520.

6. Asphalt Concrete Base Course:

Prior to placement of the asphalt concrete base course, the ABC (or soil subgrade) shall be inspected for damage or defects and repaired to the satisfaction of the Engineer. The surface of the ABC (or soil subgrade) shall be approved by the Engineer. The asphalt concrete base course shall be placed and compacted on the ABC in accordance with NCDOT Section 610 in 3.0 to 5.5 inch layers.

7. Asphalt Concrete Intermediate Course:

Prior to placement of the asphalt concrete intermediate course, the underlying course shall be inspected for damage or defects and repaired to the satisfaction of the Engineer. The surface of the underlying course shall be approved by the Engineer. The asphalt concrete intermediate course shall be placed and compacted on the underlying course in accordance with NCDOT Section 610 in 2.5 to 4.0 inch layers.

8. Asphalt Concrete Surface Course:

Prior to placement of the asphalt concrete surface course, the underlying course shall be inspected for damage or defects and repaired to the satisfaction of the Engineer. The surface of the underlying course shall be approved by the Engineer. The asphalt concrete surface course shall be placed and compacted on the underlying course in accordance with NCDOT Section 610 in layers not to exceed 2 inches.

10. Concrete Curb and Gutter:

The expansion joint filler for concrete curb and gutters shall be cut to conform with the cross section of the curb. Expansion joints shall be spaced at intervals of not more than 25 feet. Formed or sawed control joints shall be installed at intervals not exceeding 10 feet. Depth of joint shall be  $\frac{1}{3}$  the thickness. Curved forms shall be used where radii are indicated; straight segments shall not be permitted. Upon removal of the forms, exposed curb faces shall be immediately rubbed down to a smooth and uniform surface. No plastering shall be permitted.

11. Concrete Pavement:

The subgrade and base course beneath concrete pavement shall be prepared in accordance with the applicable Sections of these Specifications and referenced Standard Specifications, except that the Contractor shall use an approved automatically controlled fine grading machine to produce final subgrade and base surfaces meeting the lines, grades, and cross sections (thicknesses) shown on the Contract Drawings or established by the Engineer.

The surface of the base shall be damp at the time the concrete is placed. The Contractor shall sprinkle water on the surface of the base when necessary to provide a damp surface. The Contractor shall satisfactorily correct all soft areas in the subgrade or base prior to placing concrete.

Hauling over the base course shall not be allowed except where specifically permitted by and in writing by the Engineer. The Engineer may allow equipment dumping concrete to operate on the base to the extent and under the conditions the Engineer deems necessary to facilitate placing and spreading the concrete.

Installation of the rigid concrete pavement shall be in accordance with the details shown on the Contract Drawings and Section 03300, Concrete Work.

Contraction joints shall be spaced at intervals as shown on the Contract Drawings. Transverse contraction joints shall be formed by an approved joint insert or by sawing with an approved concrete saw. Expansion joints shall be placed when the pavement abuts a structure using 1 inch expansion joint material (filler) and sealant as specified herein.

12. Underground Utility Lines:

Where an underground utility line is beneath the Roadway Work, backfilling shall be carried out with special care, and the final consolidation shall be accomplished by a vibratory roller. Construction of Roadway Work over the trench shall be deferred as long as practicable.

13. Junction with Other Paving:

Where new asphalt pavement abuts existing asphalt pavement, the existing pavement shall be cut back to insure obtaining the specified compaction of the new pavement courses and interlocking adjoining courses. Existing subbase courses shall be cut back from the subgrade level of the new pavement on a one-on-one slope into the existing pavement and the asphalt courses of the existing pavement shall be removed for an additional 6 inches back from the slope. The edge of the existing asphalt courses shall be saw cut straight and true. The faces between new and existing asphalt courses shall receive an application of tack coat.

Where new rigid concrete pavement abuts existing rigid concrete or asphalt paving, the existing paving shall be saw cut straight and true. An expansion joint or a 1/2 inch minimum thickness with a filler material and sealant shall be placed between the new concrete pavement and the existing rigid concrete or asphalt paving.

14. Asphalt Concrete Overlay:

Where asphalt concrete is proposed to be placed over an existing asphalt or concrete surface, the surfaces shall be thoroughly cleaned by power brooming and a tack coat shall be applied in accordance with NCDOT Section 605 prior to installing the overlay. The overlay shall be applied in accordance with applicable subsections of this section and according to the Contract Drawings.

15. Guardrails:

Guardrails shall be constructed in accordance with NCDOT Section 862.

16. Quality Control Testing:

- a. Testing of Asphalt Pavement: The Contractor shall perform density testing using either core samples or nuclear methods on all pavement sections 4.0 feet and wider (including widening, travel lanes, etc.) and on uniform width paved shoulders 2.0 feet and wider. A minimum of one density test shall be performed for every 500 LF per lane of pavement.
- b. Concrete Testing: Quality control testing of all concrete installed under this Section shall be in accordance with the requirements of Section 03300, Concrete Work, of these Specifications.

END OF SECTION

## SECTION 02614

### HIGH DENSITY POLYETHYLENE (HDPE) PIPE

High Density Polyethylene (HDPE) Pipe: HDPE Pipe is used in potable water systems.

**A. Description**

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of HDPE Pipe in accordance with the Contract Drawings and these Specifications. The Contractor shall also clean and test pipelines where required.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) are hereby made a part of these specifications.

ASTM D 638	Standard Test Method for Tensile Properties of Plastics.
ASTM D 790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
ASTM D 1238	Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer.
ASTM D 1505	Standard Test Method for Density of Plastics by the Density-Gradient Technique.
ASTM D 1603	Standard Test Method for Carbon Black in Olefin Plastics.
ASTM D 2837	Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
ASTM D 3035	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
ASTM D 3261	Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.

ASTM D 3350	Standard Specification for Polyethylene Plastics Pipe and Fitting Materials.
ASTM F 412	Standard Terminology Relating to Plastic Piping Systems.
ASTM F 714	Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.
ASTM F 1417	Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air.
ASTM F 1473	Standard Test Method for Notch Tensile Test to Measure the Resistance to Slow Crack Growth of Polyethylene Pipes and Resins.
ASTM F 2164	Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure.
ASTM F 2786	Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Gaseous Testing Media Under Pressure (Pneumatic Leak Testing).

5. Quality Assurance:

Quality Assurance during placement of HDPE Pipe will be provided by the Owner as described in the accompanying Project CQA Manual.

**B. Materials**

1. All HDPE Pipe shall be manufactured from new materials meeting the physical requirements shown in Table 1 of this section.
2. All HDPE Pipe shall have smooth interior walls and the DR (dimension ratio) and diameter of the pipe shall be as shown on the Contract Drawings.
3. All HDPE Pipe having an outside diameter 3.5 inches and larger shall meet the requirements of ASTM F 714. All HDPE Pipe having an outside diameter less than 3.5 inches shall meet the requirements of ASTM D 3035. HDPE Pipe shall be iron pipe size (IPS). Ductile iron pipe size (DIPS) may be acceptable if approved by the Engineer.
4. Visible defects, such as cracks, creases, crazing, non-uniformly pigmented areas, or undispersed raw materials shall not be acceptable and will result in rejection of the pipe by the CQA Engineer.
5. Pipe Perforations: The perforations of the perforated HDPE Pipe shall be as shown on the Contract Drawings.
6. All HDPE Pipe fittings shall be in accordance with ASTM D 3261 and shall be pressure rated to match the system piping. The fittings shall be manufactured from the same

materials as the pipe itself. The butt fusion outlets of fittings shall be machined to the same DR as the system piping to which they are to be fused.

9. Underground Marking Tape:

Underground marking tape shall be used on all buried HDPE pipe (outside of the containment area). Labels shall be as appropriate based on the pipeline use.

**C. Submittals**

The Contractor shall submit the following to the CQA Engineer:

1. Submit a certification and summary of all required test results, prior to installation, that all HDPE Pipe manufactured for the project has been produced in accordance with these Specifications.
2. Submit a copy of the HDPE Pipe Manufacturer's recommendations for shipping, handling, and storage of pipe.
3. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.
5. Survey Results:

After placement of HDPE Pipe, survey results shall be submitted for review prior to acceptance.

**D. CONSTRUCTION**

1. Shipping, Handling, and Storage:

All HDPE Pipe shall be shipped, handled, and stored in strict accordance with the Manufacturer's recommendations.

2. HDPE Pipe Installation:

- a. The Contractor shall install HDPE Pipe to the lines and grades shown on the Contract Drawings. Line and grade of piping shall be maintained with laser or approved equivalent. The Contractor shall give the CQA Engineer sufficient notice so that they may observe field location and installation activities.
- b. Excavation for buried lines shall be backfilled as directed by the Engineer as shown on the Contract Drawings. Sand backfill or approved soil backfill compacted to at least 95 percent of the Standard Proctor dry density (ASTM D 698) shall be used.

Sharp stones or other potentially damaging material shall be removed from the base of the trench prior to placement of the piping. A leveling course, as required, shall consist of sand or other approved material.

- c. Pipe Connections: Joining of HDPE Pipe shall be as follows:
  - (1) General pipe sections shall be butt-fusion welded according to the Manufacturer's recommendations and shall be performed by an appropriately trained fusion technician.
  - (2) Pipe ends to be butt-fusion welded shall be clean and dry at the time of welding. No welding shall occur during precipitation or excessive moisture.
  - (3) The Contractor shall grind burrs or other potentially damaging areas in the welds prior to placement of the pipe.
  - (4) Specified bolted pipe connections shall be made as specified on the Contract Drawings using stainless steel hardware and neoprene gaskets. For above ground installations, red oxide primed backup rings are acceptable.
  - (5) Polyethylene stub ends and flanges must be at the ambient temperature of the surrounding soil at the time they are bolted tight to prevent relaxation of the flange bolts and loosening of the joint due to thermal contraction of the polyethylene.
  - (6) Properly executed electrofusion fittings may be used in lieu of other methods if approved by the Engineer.
  - (7) Piping with Cleanout Ports: Where cleanout ports are provided, the associated section of piping is intended to be fully accessible during operations of the facility for inspection (camera) and cleaning using OSHA-approved tools/methods. Thus, appropriate fittings shall be used to facilitate movement of inspection and cleaning tools along the entire length of the pipe. Additionally, the grinding of welds on the interior of certain fittings may be necessary. The use of fittings that may inhibit the movement of inspection and cleaning tools shall be avoided.
- d. Perforated HDPE Pipe shall be placed during construction as shown on the Contract Drawings.

3. Cleaning:

- a. All HDPE Pipe shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.

4. Pressure Testing:

- a. All solid piping where factory or field joints have been performed requires pressure testing prior to approval by the CQA Engineer, except as noted below:

- (1) Any unjointed section of pipe showing visual signs of damage or that is of questionable quality may be required to be pressure tested as directed by the CQA Engineer.
    - (2) Cleanout risers within the containment areas do not require pressure testing.
  - b. Pressure testing shall be conducted by the Contractor in a manner approved by the Engineer. Such testing shall be observed by the CQA Engineer.
    - (1) All gravity piping shall be tested using low-pressure air in accordance with ASTM F 1417.
    - (2) All force main piping shall be tested using hydrostatic pressure in accordance with ASTM F 2164.
  - d. Down Pipes: Down pipes shall be tested using low-pressure air in accordance with ASTM F 1417.
  - e. LFG Piping: Pressure testing of landfill gas piping shall be as follows:
    - (1) All gravity and vacuum piping shall be tested using low-pressure air in accordance with ASTM F 1417.
    - (2) All force main piping shall be tested using hydrostatic pressure in accordance with ASTM F 2164.
  - g. The pressures used in testing must not exceed the working pressure of the lowest rated component in the system (i.e. valves, meters, flanges, unions, etc.). The Manufacturer's recommendation for pressure testing may also be acceptable as an alternative if approved in advance by the Engineer.
  - h. Pressure testing of short sections of piping to be placed in confined or inaccessible areas may be pressure tested by the Contractor prior to installation when approved by the Engineer. Temporary fittings, etc. required to plug section ends shall be provided by the Contractor at no expense to the Owner.
  - i. Any piping that does not meet the pressure test criteria shall be repaired and retested at the Contractor's expense. No piping shall be approved until successful pressure testing is completed.
6. Surveying:

The Contractor shall survey all HDPE Pipe on 100 foot centers and at bends to ensure the proper location and grade of the piping. This work shall be performed at the Contractor's cost by a registered surveyor.

**Table 1: Required HDPE Pipe Properties**

Property	Test Method	Units	Value <sup>1</sup>
Material Designation (See Note 2)	ASTM D 412	-----	PE 4710
Cell Classification (See Note 2)	ASTM D 3350	-----	445574 C
Density	ASTM D 1505	g/cm <sup>3</sup>	0.955
Melt Index	ASTM D 1238	g/10 min	0.1
Flexural Modulus	ASTM D 790	psi	130,000
Tensile Strength @ Yield	ASTM D 638 (Type IV)	psi	3,200
Slow Crack Growth Resistance [SCG (PENT)]	ASTM F 1473	hours	> 100
Hydrostatic Design Basis at 73° F	ASTM D 2837	psi	1,600
UV Stabilizer	ASTM D 1603	% Carbon Black	2 - 3%

Notes:

1. Nominal values except where designated.
2. HDPE Pipe having a material designation of PE 3408 and a cell classification of 345464 C is also acceptable.

END OF SECTION

## SECTION 02616

### POLYVINYL CHLORIDE (PVC) PIPE

Polyvinyl Chloride (PVC) Pipe: PVC Pipe is used for sewer lines.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of PVC Pipe in accordance with the Contract Drawings and these Specifications. The Contractor shall also clean and test pipelines where required.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223

3. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) and the Uni-Bell PVC Pipe Association are hereby made a part of these specifications.

ASTM D 1784	Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
ASTM D 1785	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
ASTM D 2464	Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
ASTM D 2466	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
ASTM D 2467	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
ASTM D 2564	Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.

ASTM D 3139	Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
ASTM D 3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
ASTM F 1417	Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air.
UNI-PUB-9	Installation Guide for PVC Pressure Pipe.

4. Quality Control:

The Contractor shall perform pressure testing of PVC Pipe as described in this section.

**B. Materials**

1. All PVC Pipe shall be manufactured from new materials meeting the physical requirements shown in Table 1 of this section.
2. All PVC Pipe shall have smooth interior walls and the Schedule or DR (dimension ratio) and diameter of the pipe shall be as shown on the Contract Drawings.
3. Visible defects, such as cracks, creases, crazing, non-uniformly pigmented areas, or undispersed raw materials shall not be acceptable and will result in rejection of the pipe by the Engineer.
4. Fittings: Fittings for PVC Pipe shall be in conformance with the following ASTM standards. All fittings shall be watertight.

Pipe Schedule	Fitting Type	ASTM Standard
40	Socket (Solvent-Welded)	ASTM D 2466
80	Socket (Solvent-Welded)	ASTM D 2467
80	Threaded	ASTM D 2464

5. Push-On Joints: Push-on joints for PVC Pipe shall be in conformance with the following ASTM standards. All push-on joints shall be watertight.

Pipe Schedule	System Type	ASTM Standard
40	Gravity	ASTM D 3212
40	Pressure	ASTM D 3139
80	Gravity	ASTM D 3212
80	Pressure	ASTM D 3139

6. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D 2564 and in accordance with the pipe Manufacturer=s recommendations.

7. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

9. Electrical Heat Tape and Insulation:

Electrical heat tape and insulation shall be installed where shown on the Contract Drawings. Heat tape shall be Easy Heat Freeze Free Self Regulating Pipe Heating System by Easy Heat of New Carlisle, Indiana, or approved equal. Heat tape shall be installed per the Manufacturer's guidelines based on the pipe diameter and a temperature of -20° F. Insulation shall consist of premolded fiberglass or of closed cell flexible elastomeric material. Insulation thickness shall be as recommended by the Manufacturer for a temperature of -20° F. Insulation of interior service shall be jacketed with suitable moisture resistant fabric type material. Insulation for exterior service shall have aluminum or plastic jacketing.

### **C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Submit a certification and summary of all required test results, prior to installation, that all PVC Pipe and fittings manufactured for the project have been produced in accordance with these Specifications.
2. Submit a copy of the PVC Pipe Manufacturer's recommendations for shipping, handling, and storage of pipe.
3. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.

### **D. Construction**

1. Shipping, Handling, and Storage:

All PVC Pipe shall be shipped, handled, and stored in strict accordance with the Manufacturer's recommendations.

2. PVC Pipe Installation:

- a. The Contractor shall install PVC Pipe to the lines and grades shown on the Contract Drawings. Line and grade of piping shall be maintained with laser or approved equivalent. The Contractor shall give the Engineer sufficient notice so that they may observe field location and installation activities.
- b. Excavation for PVC Pipe shall be backfilled as directed by the Engineer as shown on the Contract Drawings. Sand backfill or approved soil backfill compacted to at least 95 percent of the Standard Proctor dry density (ASTM D 698) shall be used.

Sharp stones or other potentially damaging material shall be removed from the base of the trench prior to placement of the piping. A leveling course, as required, shall consist of sand or other approved material.

- c. Pipe Connections: Joining of PVC Pipe shall be as follows:
  - 1. General pipe sections shall be joined according to the Manufacturer's recommendations.
  - 2. Specified bolted pipe connections shall be made as specified on the Contract Drawings using stainless steel hardware and neoprene gaskets.
  - 3. PVC unions are required adjacent to valves and equipment.
- d. Perforated PVC Pipe shall be placed during construction as shown on the Contract Drawings.

3. Cleaning:

- a. All PVC Pipe shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.

4. Pressure Testing:

- a. All solid piping where factory or field joints have been performed require pressure testing except as noted below.
  - (1) Any unjointed section of pipe showing visual signs of damage or that is of questionable quality may be required to be pressure tested as directed by the Engineer.
  - (2) Cleanout risers within the containment areas do not require pressure testing.
- b. Pressure testing shall be conducted by the Contractor in a manner approved by the Engineer. Such testing shall be observed by the Engineer.
- c. Sewer Transmission Lines: Pressure testing of leachate transmission lines shall be as follows:
  - (1) All gravity piping shall be tested using low-pressure air in accordance with ASTM F 1417.
  - (2) All force main piping shall be tested using hydrostatic pressure in accordance with UNI-PUB-9.
- e. The pressures used in testing must not exceed the working pressure of the lowest rated component in the system (i.e. valves, meters, flanges, unions, etc.).

The Manufacturer's recommendation for pressure testing may also be acceptable as an alternative if approved in advance by the Engineer.

- f. Pressure testing of short sections of piping to be placed in confined or inaccessible areas may be pressure tested by the Contractor prior to installation when approved by the Engineer. Temporary fittings, etc. required to plug section ends shall be provided by the Contractor at no expense to the Owner.
- g. Any piping that does not meet the pressure test criteria shall be repaired and retested at the Contractor's expense. No piping shall be approved until successful pressure testing is completed.

**Table 1: Required PVC Pipe Properties**

Property	Test Method	Value
Material	-----	Rigid, Unplasticized Polyvinyl Chloride (PVC)
Cell Classification	ASTM D 1784	12454 B or C

END OF SECTION

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## SECTION 02617

### DUCTILE IRON PIPE

Ductile Iron Pipe: Ductile Iron Pipe is used for the sewer line.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of Ductile Iron Pipe in accordance with the Contract Drawings and these Specifications. The Contractor shall also clean and test pipelines where required.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223
Concrete Work	03310

3. Reference Standards:

The latest revision of the following standards of the American National Standards Institute (ANSI) and the American Water Works Association (AWWA) are hereby made a part of these specifications.

ANSI/AWWA C104/A21.4	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
ANSI/AWWA C110/A21.10	Ductile-Iron and Gray-Iron Fittings, 3-in through 48-in for Water and Other Liquids.
ANSI/AWWA C111/A21.11	Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
ANSI/AWWA C115/A21.15	Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
ANSI/AWWA C150/A21.50	Thickness Design of Ductile-Iron Pipe.
ANSI/AWWA C151/A21.51	Ductile-Iron Pipe, Centrifugally Cast for Water.
ANSI/AWWA C153/A21.53	Ductile-Iron Compact Fittings, 3-in through 24-in and 54-in through 64-in for Water Service.

ANSI/AWWA C600

Installation of Ductile-Iron Water Mains and their Appurtenances.

4. Quality Control:

The Contractor shall perform pressure testing of Ductile Iron Pipe as described in this section.

**B. Materials**

1. All Ductile Iron Pipe shall be designed in accordance with the requirements of ANSI/AWWA C150/A21.50 for a minimum of 150 psi (or project requirements, whichever is greater) rated working pressure plus a 100 psi surge allowance with a 2:1 factor of safety on the sum of working pressure plus surge pressure.
2. All Ductile Iron Pipe shall be manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.
3. All Ductile Iron Pipe shall have a standard asphaltic coating on the exterior in accordance with ANSI/AWWA C104/A21.4. For piping exposed to leachate, the interior of the pipe shall be coated with a fusion-bonded epoxy/fusion-bonded polyethylene lining such as Polybond Plus as manufactured by the American Cast Iron Pipe Company of Birmingham, Alabama, or approved equal. The diameter of the pipe shall be as shown on the Contract Drawings.
4. All Ductile Iron Pipe shall be furnished with either push-on type joints or mechanical type joints, as applicable, in accordance with ANSI/AWWA C111/A21.11.
5. Fittings: Fittings for Ductile Iron Pipe shall be in conformance with either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings and accessories shall be furnished with either push-on or mechanical type joints in accordance with ANSI/AWWA C111/A21.11.
6. Electrical Heat Tape and Insulation:

Electrical heat tape and insulation shall be installed where indicated on the Contract Drawings. Heat tape shall be Easy Heat Freeze Free Self Regulating Pipe Heating System by Easy Heat of New Carlisle, Indiana, or approved equal. Heat tape shall be installed per the Manufacturer's guidelines based on the pipe diameter and a temperature of -20E F. Insulation shall consist of 1" mineral or glass fiber and as recommended by the Manufacturer for a temperature of -20E F. Insulation jacketing shall be aluminum or stainless steel.

## **C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Submit a certification and summary of all required test results, prior to installation, that all Ductile Iron Pipe and fittings manufactured for the project have been produced in accordance with these Specifications.
2. Submit a copy of the Ductile Iron Pipe Manufacturer's recommendations for shipping, handling, and storage of pipe.
3. Furnish copies of the delivery tickets or other approved receipts as evidence for materials received that will be incorporated into construction.

## **D. Construction**

### 1. Shipping , Handling, and Storage:

All Ductile Iron Pipe shall be shipped, handled, and stored in strict accordance with the Manufacturer's recommendations.

### 2. Ductile Iron Pipe Installation:

- a. The Contractor shall install Ductile Iron Pipe to the lines and grades shown on the Contract Drawings and in accordance with ANSI/AWWA C600. Line and grade of piping shall be maintained with laser or approved equivalent. The Contractor shall give the Engineer sufficient notice so that they may observe field location and installation activities.
- b. Excavation for Ductile Iron Pipe shall be backfilled as directed by the Engineer as shown on the Contract Drawings. Sand backfill or approved soil backfill compacted to at least 95 percent of the Standard Proctor dry density (ASTM D 698) shall be used.

### 3. Cleaning:

All Ductile Iron Pipe shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.

### 4. Hydrostatic Pressure Testing:

- a. All piping shall be hydrostatically pressure tested by the Contractor in the presence of the Engineer. Test procedures shall be in accordance with ANSI/AWWA C600. The Manufacturer's recommendation for pressure testing may also be acceptable as an alternative to the above procedure if approved in advance by the Engineer.

- b. Any line that does not meet the pressure test criteria shall be repaired and retested at the Contractor's expense. No line shall be approved until successful pressure testing is completed.
- c. Pressure testing of short sections of Ductile Iron Pipe to be placed in confined or inaccessible areas may be pressure tested by the Contractor prior to installation when approved by the Engineer. Temporary fittings, etc. required to plug section ends shall be provided by the Contractor at no expense to the Owner.

END OF SECTION

## SECTION 02820

### CHAIN LINK FENCE AND GATES

Chain Link Fence and Gates: Chain Link Fence and Gates are installed around various portions of the site which require restricted access.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete installation of Chain Link Fence and Gates in accordance with the Contract Drawings and these Specifications.

2. Reference Standards:

The latest revision of the following standards of the American Society of Testing and Materials (ASTM) and Underwriters Laboratories (UL) are hereby made a part of these specifications.

ASTM A 392                      Standard Specification for Zinc-Coated Steel Chain Link Fabric.

ASTM A 491                      Standard Specification for Aluminum-Coated Steel Chain Link Fence Fabric.

ASTM F 626                      Standard Specification for Fence Fittings.

ASTM F 900                      Standard Specification for Industrial and Commercial Swing Gates.

ASTM F 1043                     Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.

ASTM F 1083                     Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

ASTM F 1184                     Standard Specification for Industrial and Commercial Horizontal Slide Gates.

ASTM F 2200                     Standard Specification for Automated Vehicular Gate Construction.

**B. Materials**

1. Fabric:

The fencing fabric shall be 9 gauge, 2-inch mesh galvanized (zinc) coated steel chain link fabric per ASTM A 392. Fabric shall have a minimum zinc coating of 2.0 oz/ft<sup>2</sup> (Class 2). Top and bottom selvages of fabric shall be twisted and barbed.

OR

The fencing fabric shall be 9 gauge, 2-inch mesh aluminum coated steel chain link fabric per ASTM A 491. Fabric shall have a minimum aluminum coating of 0.40 oz/ft<sup>2</sup>. Top and bottom selvages of fabric shall be twisted and barbed.

2. Framework:

a. Round Steel Pipe and Rail:

Posts and rails shall be ASTM F 1043 Group IA Table 3 Heavy Industrial Fence Framework, schedule 40 hot-dip galvanized steel pipe per ASTM F1083. Exterior and interior zinc coatings shall be Type A. Pipe shall be regular grade with a minimum steel yield strength of 30,000 psi and shall have the following minimum diameters:

Line Posts:	1.900 inch O.D.
End, Corner, Pull Posts:	2.375 inch O.D.
Top, Bottom, Intermediate, and Brace Rails:	1.660 inch O.D.

b. All posts not otherwise covered, shall be provided with weather-tight end caps.

c. Rail couplings shall be of the outside type and shall be so constructed as to prevent creeping. They shall be manufactured from galvanized steel and shall be suitable for coupling the rails. Couplings shall be a minimum of 6 inches long and self-centering.

Rail ends and brace ends for receiving top, bottom, and brace rails shall be galvanized steel.

3. Barbed Wire:

Barbed wire shall be zinc coated double-strand twisted wire with 14 gauge zinc coated 4 point barbs spaced on approximately 5 inch centers. Minimum weight of zinc coating shall be 0.8 oz/ft<sup>2</sup>.

OR

Barbed wire shall be aluminum coated double-strand twisted wire with 14 gauge zinc aluminum coated 4 point barbs spaced on approximately 5 inch centers. Minimum weight of aluminum coating shall be 0.3 oz/ft<sup>2</sup>.

4. Extension Arms:

For barbed wire, line, end, and corner posts shall be fitted with extension arms of galvanized steel. Each arm shall carry three barbed wires securely fastened. The topmost barbed wire shall be 12 inches above the fabric of the fence and 12 inches out from the fence line.

5. Fittings and Accessories:

Unless otherwise specified, all miscellaneous fencing fittings and accessories shall be of galvanized steel. Wire ties, hog rings, brace and tension (stretcher) bars and bands, truss rod assembly, barbed wire supporting arms, etc. shall be in accordance with ASTM F 626.

Truss bands and turnbuckles for rods shall be provided. Stretcher, truss rod, and brace bands shall be fastened by means of carriage bolts and nuts, which shall not be removable from the outside of the fence. Hog rings shall be provided to attach the bottom tension wire to the bottom of the fabric.

6. Swing Gates:

- a. Swing gates shall be fabricated in accordance with ASTM F 900 and shall be single or double leaf as shown or indicated on the Contract Drawings. Gate frames shall be non-sag, welded galvanized steel construction utilizing a minimum 1.900 inch O.D. pipe (exterior members)/1.660-inch O.D. pipe (internal members) (maximum 8.0-foot horizontal or vertical spacing for framing) and fitted with fencing fabric to match the fence. Frame members shall be ASTM F 1043 Group IA Table 3 Heavy Industrial Fence Framework, schedule 40 hot-dip galvanized steel pipe per ASTM F1083. The vertical members of the gate frame shall be extended one foot above the top horizontal member to which 3 strands of barbed wire, uniformly spaced at the same height as the fence barbed wire, shall be attached.
- b. Hardware for each gate shall include a forked type latch capable of retaining gate in a closed position and shall have a provision for a padlock (to be provided by Owner). The latch shall permit operation from either side of the gate.
- c. Fittings shall be supplied to hold the gates in an open position. Hinges shall be furnished which will permit the gates to swing 180 degrees parallel to the fence line. Hinges shall be installed with rods, nuts, and bolts.
- d. Gate posts shall be of the same type and grade as used for framework and shall be of the following diameters:

Gate Fabric Height  $\leq$  6 Feet:

Gate Leaf Width:

$\leq$  4 Feet

2.375 inch O.D.

Over 4 Feet to 10 Feet	2.875 inch O.D.
Over 10 Feet to 18 Feet	4.000 inch O.D.

Gate Fabric Height > 6 Feet to 12 Feet:

Gate Leaf Width:

≤ 6 Feet	2.875 inch O.D.
Over 6 Feet to 12 Feet	4.000 inch O.D.
Over 12 Feet to 18 Feet	6.625 inch O.D.

**C. Submittals**

The Contractor shall submit the following to the Engineer:

1. The Contractor shall submit shop drawings for the Chain Link Fence and Gates for approval at least 2 weeks prior to construction.
2. The Contractor shall furnish copies of the delivery tickets or other approved receipts to the Engineer as evidence for materials received that will be incorporated into construction.

**D. Construction**

1. Site Conditions:

Prior to installation of Chain Link Fence and Gates, the Contractor shall verify that the work of other trades is completed to the point where this installation may properly commence. The areas to receive fences shall be smoothly graded and free of rocks, debris, obstructions, mounds, and depressions.

2. Fabric:

Fence fabric shall be installed two inches above finished grade level and shall be securely fastened to posts, gate frames, top, bottom, and brace rails, and elsewhere, as specified hereinbefore. The fabric shall be tightened to provide a smooth, uniform appearance. Where rolls of fabric are joined, they shall be properly tensioned, ends of fabric matched and mounted by a spiral connecting link.

3. Top Rails:

All top rails shall pass through loops of cap posts and shall form a continuous brace from end to end of each stretch of fence. Top rail lengths shall be joined with couplings. Top rails shall be securely fastened to terminal posts by means of rail ends and brace bands.

4. Bottom Rails:

Bottom rails shall be provided between all posts, except at gate openings. Bottom rails shall be securely fastened to end, corner, pull, and gate posts by means of rail ends and brace bands, and to line posts by means of rail ends and post connectors.

5. Brace Rails:

Horizontal brace rails shall be provided at all terminal posts midway between top rails and the ground, and shall extend from the terminal post to the first adjacent line post. Braces shall be securely fastened to line posts by brace ends and brace bands, and to terminal posts by rail ends and brace bands.

6. Truss Rods:

Diagonal truss rods shall be trussed from the brace and on the line post back to the terminal post and fastened to it by a brace band.

7. Posts:

Line posts shall be spaced equidistant in the fence line at no more than 10 feet on centers. Posts shall be plumb and tops of posts properly aligned. Line, terminal, and gate post holes shall be 36 inches deep and have a diameter of 4 times greater than the outside dimension of the post. Posts shall be set 30 inches in the hole, which shall be filled with 3,000 psi concrete. The top exposed surface of the footing shall be sloped to shed water and shall be smoothly finished to present a neat appearance. Extension arms and end caps shall be firmly seated on the top of posts.

8. Gates:

Gates shall be erected plumb and true with all required hardware properly installed. The top rail of the gate shall be the same height as the top rail of the fence. Gates shall be fitted with vertical galvanized steel arms and shall carry three strands of barbed wire. The top strand of the barbed wire shall be at the same height as the barbed wire on the line fence.

9. Damaged and Un-Coated Areas:

All damaged and un-coated areas shall be repaired in accordance with the manufacturer's instructions.

END OF SECTION

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## SECTION 02930

### REVEGETATION

Revegetation: Revegetation includes permanent Revegetation of all site areas disturbed by the Contractor whether inside the Contract Limits or not.

#### A. Description

1. General:

The Contractor shall furnish all labor, material, and equipment to complete Revegetation in accordance with the Contract Drawings and these Specifications.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Excavation	02222
Embankment	02223
Erosion and Sedimentation Control	02270
Rolled Erosion Control Products	02275

3. Correction Period:

The Contractor shall be responsible for the satisfactory establishment and growth of a permanent stand of vegetation as judged by the Engineer. During this period, the Contractor shall be responsible for the maintenance items described in Paragraph D.4 (Maintenance) of this Specification.

#### B. Materials

1. Limestone: Unless otherwise defined by specific soil tests, supply agricultural grade ground limestone conforming to the current "Rules, Regulations, and Standards of the Fertilizer Board of Control."

2. Fertilizer: Unless otherwise defined by specific soil tests, supply commercial fertilizer meeting applicable requirements of State and Federal law. Do not use cyanamic compounds of hydrated lime. Deliver fertilizer in original containers labeled with content analysis.

3. Grass Seed: Supply fresh, clean, new-crop seed. Do not use seed which is wet, moldy, or otherwise damaged. Deliver seed in standard sealed containers labeled with producer's name and seed analysis, and in accord with US Department of Agriculture Rules and Regulations under Federal Seed Act.

4. Mulch: Supply clean, seed-free, threshed straw of oats, wheat, barley, rye, beans, or other locally available mulch material.
  - a. Do not use mulch containing a quantity of matured, noxious weed seeds or other species that will be detrimental to seeding, or provide a menace to surrounding land.
  - b. Do not use mulch material which is fresh or excessively brittle, or which is decomposed and will smother or retard growth of grass.
5. Binder: Supply emulsified asphalt or synthetic binder.
6. Water: Supply potable, free of substances harmful to growth.
7. Application rates, seed types, and other requirements shall be in accordance with Table 1 of this section.

### **C. Submittals**

The Contractor shall submit the following to the Engineer:

1. Results of soil tests performed and proposed modifications, if any, to the specified requirements.
2. Certificates for each grass seed mixture, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed. Certify that each container of seed delivered is fully labeled in accordance with Federal Seed Act and equals or exceeds specification requirements.
3. Copies of invoices for fertilizer, showing grade furnished and total quantity applied.

### **D. Construction**

1. The Contractor shall establish a smooth, healthy, uniform, close stand of grass from the specified seed. Prior to Revegetation, the Contractor shall adequately test the soils to be revegetated to ensure the adequacy of the specified requirements. Any modifications to these requirements deemed necessary after the review of soil test results, shall be at the Contractor's sole expense. The Engineer will perform the observations to determine when successful Revegetation is achieved.
2. Soil Preparation:
  - a. Limit preparation to areas which will be planted soon after preparation.
  - b. Loosen surface to minimum depth of four (4) inches.
  - c. Remove stones, sticks, roots, rubbish and other extraneous matter over three (3) inches in any dimension.

- d. Spread lime uniformly over designated areas at the rate specified in Table 1 of this section.
- e. After application of lime, prior to applying fertilizer, loosen areas to be seeded with double disc or other suitable device if soil has become hard or compacted. Correct any surface irregularities in order to prevent pocket or low areas which will allow water to stand.
- f. Distribute fertilizer uniformly over areas to be seeded at the rate specified in Table 1 of this section.
  - (1) Use suitable distributor.
  - (2) Incorporate fertilizer into soil to depth of at least two (2) inches.
  - (3) Remove stones or other substances which will interfere with turf development or subsequent mowing.
- g. Grade seeded areas to smooth, even surface with loose, uniformly fine texture.
  - (1) Roll and rake, remove ridges and fill depressions, as required to meet finish grades.
  - (2) Fine grade just prior to planting.

3. Seeding:

- a. Use approved mechanical power driven drills or seeders, mechanical hand seeders, or other approved equipment.
- b. Distribute seed evenly over entire area at the rate specified in Table 1 of this section.
- c. Stop work when work extends beyond most favorable planting season for species designated, or when satisfactory results cannot be obtained because of drought, high winds, excessive moisture, or other factors.
- d. Resume work only when favorable condition develops, or as directed by the Engineer.
- e. Lightly rake seed into soil followed by light rolling or cultipacking.
- f. Immediately protect seeded areas against erosion by mulching or placing Rolled Erosion Control Products in accordance with Section 02275 of these Specifications, where applicable.
  - (1) Spread mulch in a continuous blanket at the rate specified in Table 1 of this section.

- (2) Immediately following spreading mulch, secure with evenly distributed binder at the rate specified in Table 1 of this section.
- (3) For slopes not steeper than 3H:1V and as an option to using binder to secure mulch, use a mulch anchoring tool operated along the contour of the slope.

4. Maintenance:

The Contractor shall be responsible for maintaining all seeded areas through the end of their warranty period. The Contractor shall provide, at their expense, protection of all seeded areas against damage at all times until acceptance of the work. Maintenance shall include, but not be limited to, the following items:

- a. Regrade and revegetate all eroded areas until adequately stabilized by grass.
- b. Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.
- c. Replant bare areas using same materials specified.

**Table 1: Seeding Schedule**

Material	Seed Type	Application Rate (See Note 1)
Lime	-----	4,000 lbs/acre
Fertilizer (10-10-10)	-----	1,000 lbs/acre
Seed:		
Permanent:	Kentucky 31 Tall Fescue Pensacola Bahiagrass Sericea Lespedeza <sup>3</sup> Kobe Lespedeza Seasonal Nurse Crop <sup>2</sup>	250 lbs/acre 50 lbs/acre 30 lbs/acre 10 lbs/acre See Note 2
Temporary:	Seasonal Nurse Crop <sup>2</sup>	See Note 2
Mulch	-----	4,000 - 5,000 lbs/acre
Binder	-----	400 gallons/acre

Notes:

- 1. Application rates and/or chemical analysis shall be confirmed or established by a soil test(s).



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## SECTION 16050

### ELECTRICAL: BASIC REQUIREMENTS

**A. Description**

1. General:

- a. The Contractor shall provide all materials, equipment and labor necessary to install and set into operation the electrical equipment as shown on the Contract Drawings and as contained herein.
- b. All work shall be in accordance with the most recent edition of the National Electrical Code.
- c. The Contractor shall be responsible for obtaining all permits and shall notify inspection departments as work progresses.

2. Related Work:

Related Contract Work is described in the following sections of the Specifications:

<u>Work</u>	<u>Section</u>
Grounding and Bonding	16060
Supporting Devices	16070
Electrical Identification	16075
Conduits	16111
Building Wires	16120
Panelboards	16440
Control Panels	16450
Low Voltage Transformers	16461

3. Quality Assurance:

Quality Assurance during electrical work will be provided by the Owner as described in Section 01400, Quality Control & Quality Assurance, of these Specifications.

4. Product Delivery, Storage, and Handling:

- a. All material and equipment shall be delivered and unloaded by the Contractor within the project site as noted herein or as directed by the Owner.
- b. The Contractor shall protect all material and equipment from breakage, theft or weather damage. No material or equipment shall be stored on the ground. Any broken, damaged or weather damaged material or equipment shall be removed from the project site and replaced at the Contractor's expense before installation.
- c. The material and equipment shall remain the property of the Contractor until the

project has been completed and turned over to the Owner.

5. Work Conditions and Coordination:

- a. The Contractor shall review the plans to establish points of connection and the extent of electrical work to be provided in their contract.
- b. The Contractor shall be responsible for all electrical work and make final connections to equipment installed in their contract. Unless otherwise noted, the Contractor shall install and wire to disconnect switches, junction boxes, or circuit breakers as provided in their contract for equipment provided under other divisions of this project. The Contractor shall make final connections (power, control and signal) to all equipment furnished under all contract divisions.
- c. All work shall be coordinated with other trades. Cutting of new work, due to Contractor negligence, and subsequent patching shall be approved by the Engineer and shall be at the Contractor's expense with no extra cost to the Owner.

6. Guarantee:

Where extended warranties or guarantees are available from the manufacturer, the Contractor shall prepare the necessary contract documents to validate these warranties as required by the manufacturer and present them to the Owner.

7. Inspection:

If any part of the Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, the Contractor shall examine and measure such contiguous work and report to the Engineer in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the Contractor proceed without making such written report, they shall be held to have accepted such work and the existing conditions and they shall be responsible for any defects in this work consequent thereon and will not be relieved of the obligation of any guarantee because of any such imperfection or condition.

**B. Materials**

Materials and equipment shall be new, unless noted otherwise, of the highest grade and quality and free from defects or other imperfections. Materials and equipment found defective shall be removed and replaced at the Contractor's expense.

**C. Submittals**

1. The Contractor shall submit manufacturer's product data for specified electrical components, devices, and equipment.
2. The Contractor shall furnish bound sets of maintenance and operating instructions, parts lists, electrical circuit wiring diagrams, all submittal data, and sufficient manufacturer's

literature to operate and maintain all equipment.

3. The Contractor shall submit to the Engineer a duplicate set of final electrical inspection certificates prior to final payment.
4. The Contractor shall submit to the Engineer a set of accurately marked-up plans indicating all changes encountered during the construction. Final payment will be contingent on receipt of these "Record Drawings".

## **D. Construction**

1. The Contractor shall perform all excavation and backfill operations necessary for installation of their work.
2. Installation:
  - a. All work shall be performed in a manner indicating proficiency in the trade. Any work not meeting this standard shall be removed and reinstalled at the Contractor's expense.
  - b. All conduit shall be either parallel to the structure or plumb where installed in a vertical position.
  - c. Any cutting or patching required for installation of this Contractor's work shall be kept to a minimum. Written approval shall be required by the Engineer if cutting of any primary structure is involved.
  - d. All patching shall be done in such a manner as to restore the areas or surfaces to match existing finishes.
  - e. The Contractor shall lay out and install their work in advance of pouring concrete. They shall furnish and install all sleeves or openings through poured concrete above grade required for passage of all conduits, installed by him. The Contractor shall furnish and install all inserts and hangers required to support equipment.
  - f. Grounding:
    - (1) All grounding shall be in accordance with the requirements of the NEC.
    - (2) The main service shall be grounded with driven rods, to reinforcing steel and to the metal water piping, as applicable.
    - (3) All receptacles shall be grounded with a #12 green grounding conductor from the grounding terminal on the receptacle to the grounding bus in the panel.
    - (4) Install ground wire in all flexible connections (flex shall not be acceptable for grounding purposes), and in all surface metal raceway.

3. Erection:

All support steel, angles, channels, pipes, or structural steel stands and anchoring devices that may be required to rigidly support or anchor material and equipment shall be provided and installed by the Contractor.

4. Quality Control:

The Contractor shall test their entire installation and shall furnish the labor and materials required for these tests. Megger tests shall be performed, recorded, and submitted to the Engineer prior to the final terminations of each feeder.

5. Adjust and Clean:

- a. All equipment and installed materials shall be thoroughly clean and free of all dirt, oil, grit, grease, etc.
- b. Factory painted equipment shall not be repaired unless damaged areas exist. These areas shall be touched up with a material suitable for the intended service so that the finish is equal to that provided by the manufacturer. In no event shall name plates be painted.
- c. At a scheduled meeting, the Contractor shall instruct the Owner or the Owner's representative in the operation and maintenance of all equipment installed under their contract (in the presence of the Engineer).

END OF SECTION